



***Non public session in accordance with RSA 91-A: 3, II (d)
to discuss contract negotiations and property acquisition and non-public session in
accordance with RSA 91-A: 2, I (b) to discuss collective bargaining strategies
to be held at 5:30 p.m.***

City Council Meeting
Agenda
November 12, 2013
City Council Chambers
7:00 p.m.

1. Call to Order.
2. Invocation by the Reverend Kate Atkinson, St Paul's Episcopal Church.
3. Pledge of Allegiance.
4. Roll Call.
5. Resolution in recognition of the services of Master Police Officer William Dexter, Jr.
6. Approval of the October 15, 2013 Meeting Minutes.
7. Agenda overview by the Mayor.

- Consent Agenda Items -

Referral to the Recreation and Parks Advisory Committee and the Legal Department

8. Communication from James Rosenberg, President, and Concord National Youth Softball League requesting consideration be given to expanding their current lease agreement with the City of Concord to include a second field at Martin Field on Iron Works Road in Concord.

Items Tabled for a December 9, 2013 Public Hearing

9. Ordinance amending the Code of Ordinances, Title V, Administrative Code; Chapter 30, Article 30-2, Municipal Departments; Section 30-2-20, Community Development Department; together with a report from the Deputy City Manager - Development.
10. Ordinance amending the Code of Ordinances, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification

Index, Adult and Technical Services Manager/Adult Services Manager; together with report from the Director of Human Resources and Labor Relations.

11. Ordinance amending the Code of Ordinances, Title I, General Code, Chapter 5, Public Works; Article 5-8, Solid Waste Flow Control; together with a report from the General Services Director.
12. Ordinance amending the Code of Ordinances, Title II, Traffic Code; Chapter 18, Parking; Article 18-1, Stopping, Standing and Parking, Knight Street; together with report from the Traffic Engineer.
13. Resolution appropriating \$7,000 to the Sewer Fund to harvest timber at the Hall Street Wastewater Facility; together with report from General Services.
14. Resolution repurposing \$15,000 from completed and unexpended SCADA (Supervisory, Control and Data Acquisition) Instrumentation Improvement Project (CIP #124) to support a Water Treatment Plant Staffing Study; together with report from General Services.
15. Resolution accepting and appropriating the sum of \$125,000 from the Capital Regional Development Council's (CRDC) Brownfields Sub-Grant Program for environmental cleanup of the former Allied Leather and Amazon Realty sites located at 5-35 Canal Street, Penacook, CIP #508; together with a report from the Director of Redevelopment, Downtown Services, & Special Projects.

From the City Manager

16. Positive Citizen Comments.

Consent Reports

17. Diminimus gifts and donations report from the Library Director requesting authorization to accept monetary gifts totaling \$1,800.71 as provided for under the preauthorization granted by City Council.
18. Diminimus gifts and donations report from the General Services Director requesting authorization to accept monetary gifts totaling \$50.00 as provided for under the preauthorization granted by City Council.
19. Diminimus gifts and donations report from the Parks and Recreation Director requesting authorization to accept monetary gifts totaling \$4,848.04 as provided for under the preauthorization granted by City Council.
20. Report from the Parks & Recreation Director regarding the Weekend on the Water festivities recently held in the City of Concord.

21. Report from the Parks & Recreation Director on cemetery plaques for the graves of unmarked children.
22. Report from the Public Safety Board in follow-up to a report from the Fire Chief on Life Safety Evaluations and Standby Personnel at Special Events. (9-13)
23. Report from the Planning Board in response to a communication from Nicholas Golon, TFM, on behalf of their client, Public Service Company of New Hampshire (PSNH) recommending that the City Manager be authorized to execute a release of an existing right of way easement deed across land owned by PSNH in Concord, tax map 122, block 2, lot 28, easterly of Farmwood Road. (8-11)
24. Current Use change tax quarterly status report from the Director of Real Estate Assessments.
25. September Fiscal Year to Date Financial Statements from the Deputy City Manager – Finance.
26. Semi-annual PAYT status report from the General Services Department.
27. Report from the Planning Board in regard to two properties taken for Tax Title in 2013, advising that there is no public purpose in retaining either the single family residence at 114 Iron Works Road, or the vacant multi-family residence at 280 North State Street.
28. Report from the City Manager recommending City Council authorize the City Manager to enter into an agreement between the City of Concord, the Concord School District and Concord Community TV for the purposes of a two-year contract extension.

Consent Resolutions

29. Resolution proclaiming December 2013 as Capital Region Food Program Month.
(For presentation in December)
30. Resolution in recognition of the services of Police Dispatcher Susan F. Murphy.
(For presentation in December)

Consent Communications

31. Street closure request for the 12th Annual Rock N' Race to benefit the Payson Center for Cancer Care to be held on Thursday, May 15, 2014.

Appointments

32. Mayor Bouley's proposed appointment to the Public Safety Board
Donald Carter
33. Mayor Bouley's proposed appointment to the Board of Ethics.
Craig Greenman

*****End of Consent Agenda*****

34. November 12, 2013 Public Hearings

- A. Ordinance amending the Code of Ordinances, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, Communications Coordinator, Management and Budget Analyst; together with reports from the Director of Human Resources and Labor Relations. (10-8)
- B. Ordinance amending the Code of Ordinances, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-2, Assessment and Collection, Article 20.2-1-3; Administration, and Chapter 28, Zoning Ordinance; Glossary; together with report from the City Planner. (10-9)
- C. Resolution accepting and appropriating \$10,035 from the United States Department of Justice Bullet Proof Vest Program for a 50% reimbursement of eligible costs for CIP #370; together with report from the Police Department. (10-10)
- D. Resolution adopting the Concord Municipal Airport Minimum Standards 2013 and replacing in its entirety "The Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport" originally adopted on March 12, 1984 and all amendments thereto; together with report from the Deputy City Manager – Development. (10-11)

November 12, 2013 Public Hearing Action

- 35. Ordinance amending the Code of Ordinances, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, Communications Coordinator, Management and Budget Analyst; together with reports from the Director of Human Resources and Labor Relations. (10-8)
- 36. Ordinance amending the Code of Ordinances, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-2, Assessment and Collection, Article 20.2-1-3; Administration, and Chapter 28, Zoning Ordinance; Glossary; together with report from the City Planner. (10-9)
- 37. Resolution accepting and appropriating \$10,035 from the United States Department of Justice Bullet Proof Vest Program for a 50% reimbursement of eligible costs for CIP #370; together with report from the Police Department. (10-10)
- 38. Resolution adopting the Concord Municipal Airport Minimum Standards 2013 and replacing in its entirety "The Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport" originally adopted on March 12, 1984 and all amendments thereto; together with report from the Deputy City Manager – Development. (10-11)

Reports

New Business

Unfinished Business

39. Resolution approving the granting of a conservation easement to the Society for the Protection of New Hampshire Forests (SPNHF) on approximately 114 acres of land southerly and easterly of Gully Hill Road, as approved by the Conservation Commission; together with report from the Conservation Commission. (6-17) (7-36B; 7-38) (8-53) (9-39)(10-31) (11-43) (12-42) (1-52) (2-49) (3-37) (4-36) (5-57) (6-52) (7-39)(8-64) (9-36) (10-34) *(Action on this item tabled following a July 9, 2012 public hearing)*
40. Resolution amending the official map so as to establish the mapped lines of a future street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue; together with report from the Assistant City Planner. (1-16) (2-33I; 2-42) (3-39) (4-37) (5-58) (6-53) (7-40) (8-65) (9-37) (10-36) *(Action on this item tabled following a February 2013 public hearing)*
41. Ordinance amending the Code of Ordinances, Title III, Building and Housing Codes; Chapter 27, Housing Maintenance and Occupancy Code; Article 27-1, Housing Maintenance and Occupancy Code, Section 27-1-5, Amendments to the International Property Maintenance Code/2009; together with report from Code Administration. (8-14)(9-26C; 9-29) (10-37) *(Action on this item was tabled after a public hearing was held on September 9, 2013.)*

Comments, Requests by Mayor, City Councilors

Comments, Requests by the City Manager

Consideration of Suspense Items

- 11 Sus 1 Canvass of the Votes for the Municipal Election held on November 5, 2013.
(To be distributed under separate cover)

Adjournment

Information

- 11 Inf 1 May 6, 2013 and October 7, 2013 Public Safety Board Meeting Minutes.
- 11 Inf 2 August 15, 2013 Fiscal Policy Advisory Committee Meeting Minutes.
- 11 Inf 3 August 27, 2013 Concord Community TV Board of Directors Meeting Minutes.
- 11 Inf 4 September 19, 2013 Beaver Meadow Golf Course Advisory Committee Meeting Minutes.

City Council Agenda

November 12, 2013

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- 11 Inf 5 September 23, 2013 Gully Hill Easement Committee Meeting Minutes.
- 11 Inf 6 September 26, 2013 Recreation and Parks Advisory Committee Meeting Minutes.
- 11 Inf 7 October 7, 2013 Concord Public Library Trustee Meeting Minutes.
- 11 Inf 8 Communication from Public Service of New Hampshire regarding their plans to construct a new switchyard adjacent to the existing substation off of Farmwood Road.
- 11 Inf 9 Communication from HealthTrust asking City Council for help in nominating candidates to serve on their Board of Directors.
- 11 Inf 10 Copy of communication from the State of New Hampshire Department of Environmental Services to Muriel Lajoie thanking her for her services on the Contoocook River Local Advisory Committee.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION IN RECOGNITION OF THE SERVICES OF Master Police Officer William Dexter, Jr.

The City of Concord resolves as follows:

WHEREAS, Master Police Officer William Dexter, Jr. has been a faithful and loyal employee of the City of Concord for over 23 years within its Police Department; and

WHEREAS, Master Police Officer William Dexter, Jr. was reassigned to the Drug Enforcement Unit in 1994 and also performed duties with the Attorney General's NH Drug Task Force from 1995 – 1997 for combined service of 4 years; and

WHEREAS, Master Police Officer William Dexter, Jr. was selected as a School Resource Officer for the Merrimack Valley High School from 2001 – 2007; and

WHEREAS, Master Police Officer William Dexter, Jr. had the distinction of being the Department's first officer in the Traffic Enforcement Unit serving between 2008 – 2012; and

WHEREAS, Master Police Officer William Dexter, Jr. had numerous police specialties and career involvement to include Motorcycle Unit, Bicycle Unit, Tactical Team member, Field Training Officer, Evidence Technician, Breath Operator, AED Trainer, Central NH Special Operations Unit Team Leader, CPD Honor Guard and member of the History Team, Uniform Team, and Computerized Report Writing Team. In addition, he instructed in-house training classes on AED/CPR, Rapid Deployment at Critical Incidents, and he was a volunteer instructor at the Citizen's Police Academy; and

WHEREAS, Master Police Officer William Dexter, Jr. was a founding member of the New Hampshire Police Association Pipe and Drum Band; and

WHEREAS, Master Police Officer William Dexter, Jr. has received several awards during his police career including Medal for Bravery, Distinguished Unit Action, several Letters of Commendation, Above and Beyond Award, several Certificates of Merit for Community Policing, and a Certificate of Merit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Concord that we hereby record our sincere appreciation for the many years of service from Master Police Officer William Dexter, Jr. to the City of Concord.

BE IT FURTHER RESOLVED that we hereby acknowledge that the service and presence of Master Police Officer William Dexter, Jr. will truly be missed by the City Council, City Administration, Concord Police Department and the entire Concord Community, and we extend our best wishes to him and his family during his retirement.



11-6

TJA

Non public session in accordance with RSA 91-A: 3, II (d) to discuss contract negotiations followed by non-public hearing to discuss collective bargaining in accordance with RSA 91-A: 2, I (b) held at 5:30 p.m.

**City Council Meeting
Draft Minutes
October 15, 2013
City Council Chambers
7:00 p.m.**

1. Call to Order.
2. No one was present for invocation.
3. The Pledge of Allegiance was done.
4. Roll Call. Councilors Bennett, Blanchard, Mayor Bouley, Councilors Coen, DelloIacono, Grady Sexton, Keach, Kretovic, Nyhan, Patten, St. Hilaire, Shurtleff and Werner were present. Councilors McClure and Bouchard were late.
5. Creative Concord public art on Main Street presentation.

Action: Byron Champlin, Chairman of the Chamber's Creative Concord Committee and Tim Sink, President, Greater Concord Chamber of Commerce addressed City Council offering their assistance in helping the city plan for public art for display for the new streetscape when complete in 2015.

Mr. Sink indicated that Creative Concord researched other cities' experiences, as well as potential funding sources for artwork. He indicated that public input is important suggesting that the Chamber could either weigh in or take a leadership role on this project.

Mayor Bouley thanked Mr. Sink and Mr. Champlin for their presentation as well as their willingness to assist indicating that Council will work with City Administration to come up with a plan as to how the city wishes to proceed, to figure out what the best process to address this project might be and get back to Creative Concord.

6. Approval of the September 9, 2013 Meeting Minutes.

Action: Councilor Grady Sexton moved approval of the September 9, 2013 meeting minutes. The motion was duly seconded and passed with no dissenting votes.

7. Agenda overview by the Mayor.

- Consent Agenda Items -

Action: Councilor Nyhan moved approval of the consent agenda. The motion was duly seconded and passed with no dissenting votes.

Items Tabled for a November 12, 2013 Public Hearing

8. Ordinance amending the Code of Ordinances, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, Communications Coordinator, Management and Budget Analyst; together with reports from the Director of Human Resources and Labor Relations.
9. Ordinance amending the Code of Ordinances, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-2, Assessment and Collection, Article 20.2-1-3; Administration, and Chapter 28, Zoning Ordinance; Glossary; together with report from the City Planner.
10. Resolution accepting and appropriating \$10,035 from the United States Department of Justice Bullet Proof Vest Program for a 50% reimbursement of eligible costs for CIP #370; together with report from the Police Department.
11. Resolution adopting the Concord Municipal Airport Minimum Standards 2013 and replacing in its entirety "The Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport" originally adopted on March 12, 1984 and all amendments thereto; together with report from the Deputy City Manager – Development.

From the City Manager

12. Positive Citizen Comments.

Consent Reports

13. Diminimus gifts and donations report from the Library Director requesting authorization to accept monetary gifts totaling \$1995.81 as provided for under the preauthorization granted by City Council.
14. Diminimus gifts and donations report from the Parks & Recreation Director requesting authorization to accept monetary gifts totaling \$10,487.38 as provided for under the preauthorization granted by City Council.
15. Diminimus gifts and donations report from the Police Department requesting authorization to accept monetary gifts totaling \$4,934.65 as provided for under the preauthorization granted by City Council.

16. Diminimus gifts and donations report from the Police Department requesting authorization to accept monetary gifts totaling \$4,492.80 as provided for under the preauthorization granted by City Council.
17. Diminimus gifts and donations report from the Police Department requesting authorization to accept monetary gifts totaling \$1,000 as provided for under the preauthorization granted by City Council.
18. Diminimus gifts and donations report from the Police Department requesting authorization to accept monetary gifts totaling \$50 as provided for under the preauthorization granted by City Council.
19. Report from the Traffic Operations Committee in response to a communication from Kathleen Dunn requesting consideration be made for traffic flow improvements in the vicinity of Centre Street and Main Street in Concord. (5-10)
20. Report from the Recreation Director on behalf of the Golf Course Advisory Committee and the Recreation and Parks Advisory Committee in response to a communication from Councilor Coen requesting consideration be given to amending the Code of Ordinances waiving golf/tee fees for Concord residents that are 90 years old and above. (6Sus1)
21. Report from the Deputy City Manager – Development regarding the changing of customer service hours in the Code Administration Division.
22. Report from the Deputy City Manager – Development regarding an application for “Moose” plate funds for the installation of tree filters as part of CIP #35.
23. Concord Area Transit (CAT) FY2013 Annual Progress Report and Performance Indicator Report.
24. Report from the Director of Redevelopment, Downtown Services & Special Projects relating to CIP #508, former Allied Leather Tannery; Petroleum Fund Reimbursement from the State of New Hampshire.

Consent Resolutions

25. Resolution authorizing the City Manager, by way of the Police Department, to submit an application to the Department of Safety, State Homeland Security and Emergency Management for Grant Funding of a Homeland Security Exercise in conjunction with Concord Hospital; together with report from the Police Department.
26. Resolution authorizing the City Manager to submit applications to the New Hampshire Highway Safety Agency as outlined in its current grant program; together with report from the Police Department.
27. Resolution de-authorizing the amount of \$1,932.59 from the New Hampshire Department of Justice Bullet Proof Vest Grant as no longer necessary; together with report from the Police

Department.

Consent Communications

28. Street closure request from Girls on the Run of New Hampshire for a 5K road race to be held at Memorial Field on November 24, 2013.

Appointments

29. City Manager's reappointment to the Board of Trustees of Trust Funds.
Michael Aitken
30. Mayor Bouley's proposed appointments to the Economic Development Advisory Committee (EDAC). *Walter Chapin and Bob Carey*
31. Mayor Bouley's proposed appointments to the Parking Committee.
Tonya Rochette and Mark Ciborowski

*****End of Consent Agenda*****

32. October 15, 2013 Public Hearings

- A. Resolution appropriating \$12,000 to the arena fund operating budget for Fiscal Year 2013, retroactive to June 30, 2013; together with report from the Deputy City Manager – Finance. (9-8)

Action: City Manager Aspell provided a brief overview.

Mayor Bouley opened the public hearing. There being no public testimony, Mayor Bouley declared the hearing closed.

October 15, 2013 Public Hearing Action

33. Resolution appropriating \$12,000 to the arena fund operating budget for Fiscal Year 2013, retroactive to June 30, 2013; together with report from the Deputy City Manager – Finance. (9-8)

Action: Mayor Pro Tem St. Hilaire moved approval. The motion was duly seconded and passed with no dissenting votes.

Reports

New Business

Unfinished Business

34. Resolution approving the granting of a conservation easement to the Society for the Protection of New Hampshire Forests (SPNHF) on approximately 114 acres of land southerly and easterly of

Gully Hill Road, as approved by the Conservation Commission; together with report from the Conservation Commission. (6-17) (7-36B; 7-38) (8-53) (9-39)(10-31) (11-43) (12-42) (1-52) (2-49) (3-37) (4-36) (5-57) (6-52) (7-39)(8-64) (9-36) (*Action on this item tabled following a July 9, 2012 public hearing*)

35. Resolution amending the official map so as to establish the mapped lines of a future street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue; together with report from the Assistant City Planner. (1-16) (2-33I; 2-42) (3-39) (4-37) (5-58) (6-53) (7-40) (8-65) (9-37) (*Action on this item tabled following a February 2013 public hearing*)
36. Ordinance amending the Code of Ordinances, Title III, Building and Housing Codes; Chapter 27, Housing Maintenance and Occupancy Code; Article 27-1, Housing Maintenance and Occupancy Code, Section 27-1-5, Amendments to the International Property Maintenance Code/2009; together with report from Code Administration. (8-14)(9-26C; 9-29) (*Action on this item was tabled after a public hearing was held on September 9, 2013.*)

Comments, Requests by Mayor, City Councilors

Councilor Nyhan encouraged residents to attend the upcoming Concord High vs. Bedford High Football game on Friday, October 18th at Memorial Field. Councilor Nyhan indicated that both teams are currently undefeated.

Councilor Kretovic indicated that the Concord High School Band, which was very good, would be performing at the football game half time show as well.

Councilor Blanchard thanked the Legal Department for the research they did in follow-up to her inquiry last month relative to the Concord School District Charter.

Councilor Grady Sexton reminded Council that New England College was holding their open house for the school's new Concord location at 62 North Main Street in Concord on Tuesday, October 29, 2013 from 5:00 – 7:00 p.m.

City Clerk Janice Bonenfant reminded residents of the upcoming Municipal Election to be held on Tuesday, November 5, 2013. Ms. Bonenfant also announced that absentee ballots were available for anyone that was not going to be able to vote in person on November 5th. At the request of Councilor McClure, Ms. Bonenfant, indicated that residents wishing to register to vote prior to Election Day could do so through October 25, 2013 in the City Clerk's Office as well as register to vote at the polls on Election Day.

City Manager, Tom Aspell, congratulated Police Chief John Duval and his staff for the work in apprehending the individual allegedly responsible for the racist graffiti incidents in the South End over the past few years.

Consideration of Suspense Items

Action: Councilor Nyhan moved to suspend the rules and consider all suspense items. The motion was duly seconded and passed with no dissenting votes.

10 Sus1 **Referral to the Legal Department**

Application for Restoration of Involuntarily Merged Lots, Drew Street/Chase Street, from TF Bernier, Inc.

Action: Councilor Nyhan moved to refer the communication to the Legal Department. The motion was duly seconded and passed with no dissenting votes.

10Sus2 **Referral to the Police Department, Code Administration, the Fire Department and General Services**

Communication from Karen Joyal requesting consideration be given to closing Auburn Street from the intersection of Liberty Street to Franklin Street on Halloween, Thursday, October 31st.

Action: Councilor Nyhan moved to refer the communication. The motion was duly seconded and passed with no dissenting votes.

In relation to suspense item 2, Councilor Coen asked if the item needed to come back to Council for final approval. City Manager Aspell indicated that street closure requests don't typically come back to Council. Councilor Keach spoke in favor of this street closure request indicating he grew up in the Auburn Street area indicating it was indeed a heavy populated street on Halloween night.

Mayor Pro Tem St. Hilaire reminded all that downtown Halloween Howl was being held on Friday, October 25, 2013.

Mayor Bouley asked that a member of City Council consider making a motion on the CFOA contract. Councilor Shurtleff, in accordance with RSA 273-A:3, moved to approve the cost items included in the collective bargaining agreement between the Concord Fire Officers Association (CFOA) and the City of Concord. The motion was duly seconded and passed with one dissenting vote.

Adjournment

At 7:24 p.m., there being no further Council business Councilor Nyhan moved adjourn the meeting and enter non-public session in accordance with RSA 91-A: 3, II (d) to discuss contract negotiations. The motion was duly seconded and passed with no dissenting votes.

A true copy; I attest:

*Janice Bonenfant
City Clerk*

SHAHEEN & GORDON, P.A.

ATTORNEYS AT LAW

Tenacity. Creativity. Results.™

47A

September 29, 2013

VIA EMAIL & FIRST CLASS MAIL

David Gill
 DJ Sartwell
 14 Canterbury Road
 Concord, NH 03301

RE: Proposal for Development of Martin Field

Dear Mr. Gill,

I currently serve as the President of Concord National Youth Softball (CNYS), the league responsible for providing softball education and opportunities in Concord for girls south of Pleasant Street and West of the Merrimack River. CNYS wishes to renew its proposal to secure the lease for the undeveloped field immediately adjacent to the current softball field at Martin Field off of Iron Works Road. CNYS is positioned well to develop the second field at Martin and immediately utilize it to advance the best interests of the citizens of the South End, add to the Concord economy and expand the growing interest in softball in Concord. There are several reasons why CNYS is positioned well to assume control and development of that field: 1) there is a high demand for softball in the South End, the opportunities to bring financial benefit to the local economy through weekend tournaments is present and growing and the current softball demand has exceeded available field space; 2) CNYS is well organized, financially solvent and has a fully staffed Board capable of turning plans to develop the second field into reality; and 3) CNYS has demonstrated its success developing and maintaining a field at that location already and has the infrastructure on site now to effectively develop and maintain a second field. The purpose of this letter is to expand upon these points and conclude by requesting that the City assign the second field at Martin to CNYS.

The Demand For Softball In the South End: The demand on Martin Field underscores the need for a second softball field at that location, demand that includes large weekend tournaments which bring teams from near and far to Concord for weekend stays. CNYS's recreational program has the largest numbers in the capital area. CNYS fielded 6 teams last Spring - a Seniors Team, two Majors teams, two AAA teams and a AA team. In addition, CNYS fielded U10 and U12 All Star teams that played well into the Summer. This Fall, CNYS is currently fielding a Majors Fall Ball team and is hosting city wide Skills clinics at Martin Field. All of these teams call Martin Field home. At present, CNYS serves over 80 players and their families. The demand on Martin Field has far exceeded available field time there. In addition to Martin and, as DJ Sartwell knows well, CNYS secured permits to practice and play throughout the Spring at Rollins Park, Reed Park and Memorial Field B. In light of the success of our All Star programs, we had to extend these permits in order to find fields to accommodate the growing demand for softball past the Spring and into the Summer. Even with the cooperation of the City and the use of

these additional fields, the demand for practice and field time well exceeded available field space on which to play. Coaches regularly took up practices on any patch of grass they could find, even in the back yard of Abbot Downing School and in available spaces at Rollins Park. There were times when teams that wished to practice could not. The interest in softball in the South End grows and, as it does, pressure on the fields increases. The expansion of Martin Field would begin to address a need that is demonstrably present.

The demand for practice space is matched or exceeded by the opportunities to host tournaments at Martin Field, which bring considerable financial benefit to Concord businesses. Three recent examples come immediately to mind. For the past two seasons, Martin Field was the host of the U10 District All Star tournament in which CNYS fielded a team. Over the course of the first weekend in July, teams from Andover, Cap South, Cap North, Hopkinton, Lakes Region and Central New Hampshire played at Martin Field in order to earn a spot in the State tournament. We did it on a single field and it was a stretch. The District All Star Tournament was followed by the Turn 2 Tournament in late July and the Farleigh Tournament in early August, weekend softball events drawing teams from around New England to Concord. When these teams come to Concord, they stay in our hotels, eat at our restaurants and continue to make Concord a destination City for players near and far. With a second field, we could expand these already well-established tournaments in Concord, events which both expand the sport of softball in the capital and, importantly, enrich our economic base. Simply stated, a second field at Martin would continue and expand the tradition of playing major softball tournaments at that location.

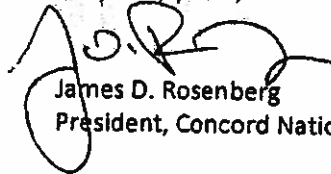
CNYS Is Equipped To Develop The Field Now: The CNYS Board is well fortified; our league is financially sound and is positioned to immediately develop a second field at Martin. CNYS is financially sound and has operated in the black for years and its taxes are in order, which means that CNYS enjoys a readiness to assume development of the second field now. Importantly, CNYS already has a standing committee devoted to the future development of Martin Field, that committee includes business leaders from outside of our Board, including one from Sanel Auto Parts, which, as we know, was instrumental in the development of Sanel Park off of Manchester Street. That committee has already met with Bill Hickey from The H.L. Turner Group to begin to brainstorm about the next phase of the development of a Martin Field, a conversation which has envisioned the possibility of securing a second field at Martin. Additionally, the CNYS Board is comprised of individuals from a range of backgrounds capable of planning, fundraising and building a field immediately. We have lawyers, mortgage officers, mechanics, electricians, truck drivers and professional fundraisers currently serving on our Board in addition to a legion of devoted parent volunteers. Together, the CNYS Board and volunteers are positioned now to assume control of the second field and turn it into a top notch place to play. As you know, CNYS has been pursuing this opportunity for the past couple of years as that field has sat idle and undeveloped.

CNYS Already Has The Infrastructure At Martin Field Making This Proposal Realistic: The condition of current softball field at Martin is an illustration of CNYS's ability to develop, keep and maintain safe field properly. The maintenance of the infield diamond and outfield grass is the envy of all the visiting teams that play there and it is a matter of pride for our parents and volunteers. If you look at it the field right now, it is freshly dragged and ready for another day of play even after a full Fall Sunday, which included several practices as well as a skills clinic which was open to players, city wide. Maybe more importantly, CNYS is the only league presently able to tend to a field in that location in light of the infrastructure it has developed there. On site, CNYS currently pays for and maintains an outhouse and dumpster at that location. It has storage areas filled with rakes, shovels, tractors, field lining materials, pitching machines, nets, bats, balls and a variety of equipment necessary both to keep and maintain a field and actually play there. Importantly, we also have appropriate safety equipment already on site at that location,

including and AED and other first aid equipment. These amenities position CNYS to do what no other league can right now -- ensure a safe place to play for our teams and those visiting. Any other league wishing to set up there would have to start from scratch. Ironically, it has been CNYS that has been mowing the area where the second field would be for some time. Without CNYS, the second field would be completely over grown. It makes common sense against this backdrop for CNYS to assume the development of the second field at that location.

CNYS stands ready to assume the use and development of the second field at Martin. CNYS is successfully present in that location already, serves the interests of girls in the South End, brings visitors to the City and very much wishes to expand upon its success. We look to the City as an important partner in doing so. We believe that with cooperation and collaboration, we can turn a field that has sat underutilized for far too long into a wonderful place to play. I wish to make myself and our board available for any inquiries you may have. My personal cell phone is 387-6424 should you wish to speak with me directly.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J.D. Rosenberg', is written over the typed name.

James D. Rosenberg
President, Concord National Youth Softball

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 30, Administrative Code, Article 30-2, Municipal Departments; Section 30-2-20, Community Development Department.

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 30, Administrative Code, Article 30-2, Municipal Departments, by amending Section 30-2-20, Community Development Department by deleting it in its entirety and replacing it as follows:

30-2-20 Community Development Department.

- (a) The Community Development Department, under the general supervision of the Deputy City Manager – Development, shall consist of the Administration Division, the Community Planning Division, the Engineering Services Division, and the Code Administration Division. Each division - with the exception of the Administration Division - shall consist of a division head and such other personnel as may be recommended by the City Manager and approved by the City Council.
- (b) The Division of Administration shall be under the immediate supervision of the Deputy City Manager - Development. It shall perform the following functions:
 - (1) Plan and implement projects, programs, goals, objectives and strategies for the City and/or the Department to ensure responsiveness to citizens, efficient organization and completion of work.
 - (2) Coordinate City-wide development activities which may include, but not be limited to, working with the entire Department as well as all other City departments, providing reports to City Council or City Boards, conducting business visits, and representing the City before City Council, Boards and Commissions or at governmental, civic, or business association functions to present initiatives, establish goodwill and/or respond to concerns.
 - (3) Exercise general supervision over all employees in the Department.
 - (4) Oversee the budget and operations of the Concord Municipal Airport.
 - (5) Receive and investigate complaints and inquires by citizens or outside agencies and respond or refer to appropriate division or department for action and follow-up.

- (6) Review Departmental agenda items and reports.
- (7) Manage special projects as needed.
- (8) Represent the City Manager as needed.
- (9) Perform all other related functions as directed by the Deputy City Manager - Development.

(c) The Division of Code Administration shall be under the immediate supervision of the Code Administrator. It shall perform the following functions:

- (1) Administer the building, housing, health, licensing and zoning regulations.
- (2) Coordinate appeals to the Zoning Board of Adjustment, the Building Board of Appeals and the Demolition Review Committee.
- (3) Review plans for code compliance and issue building, plumbing, electrical, mechanical, demolition, sign and special event permits.
- (4) Conduct inspections and issue certificates of occupancy upon verification of plan compliance.
- (5) Inspect rooming houses and rental residential units to ensure compliance with pertinent ordinances.
- (6) Regulate food service establishments through inspections.
- (7) Investigate food borne illnesses, insect infestation, mosquito related illnesses, and other public health issues.
- (8) Administer a variety of different licenses.
- (9) Administer and enforce the Concord Zoning Ordinance.
- (10) Assist the Zoning Board of Adjustment, by processing applications for variances, equitable waivers, special exceptions, and administrative appeals.
- (11) In coordination with the Community Planning Division, enforce site compliance with applicable Planning Board approvals.
- (12) Maintain applicable building records.
- (13) Perform all other functions that may be required by law or ordinance.
- (14) Perform all other related functions as directed by the Deputy City Manager - Development.

(d) The Division of Community Planning shall be under the immediate supervision of the City Planner. It shall perform the following functions:

- (1) Coordinate the Development Review process for the City of Concord.
- (2) Provide staff assistance to the Planning Board, Conservation Commission, Architectural Design Review Committee, Technical Review Committee, Trails Committee, Heritage Commission and other City committees as required.
- (3) Administer Site Plan and Subdivision regulations, approvals and permits as well as voluntary lot mergers, Conditional Use Permits, Comprehensive Development Plans, and Design Review approvals on behalf of the Planning Board.

- (4) Make recommendations of Mapped Line of Future Streets, street acceptances or discontinuances, and disposition of tax deeded properties on behalf of the Planning Board.
- (5) Administer the City of Concord Impact Fee Ordinance.
- (6) Perform field inspections to ensure projects are constructed in accordance with Planning Board approvals.
- (7) Provide long range planning services to the City including preparation of updates to the Master Plan, Open Space Plan and other plans and studies related to land use.
- (8) As needed, coordinate with local, regional, state and federal agencies, and/or civic or business associations, on matters of local or regional planning.
- (9) As needed, prepare and review proposed amendments to the Concord Zoning Ordinance in coordination with the Code Administration, Engineering Services (if applicable) and Administration Divisions.
- (10) Prepare and maintain records on the City's housing and demographic trends.
- (11) Maintain the official files for the Planning Board.
- (12) Perform all other related functions as directed by the Deputy City Manager - Development.

(e) The Division of Engineering Services shall be under the immediate supervision of the City Engineer. It shall perform the following functions:

- (1) Perform or cause to be performed the design, layout, and mapping of all municipal public works projects as required.
- (2) Review and approve the design and construction of all additions and improvements to the City's street system and other facilities proposed to be constructed by parties other than the City, but which are to subsequently become public facilities.
- (3) Review and approve the design of traffic studies and traffic/transportation improvements for facilities proposed to be constructed.
- (4) Maintain all maps and location records for the City.
- (5) Prepare and maintain all records pertaining to Engineering Services as required.
- (6) Care for and maintain all property and equipment assigned to Engineering Services.
- (7) Prepare and maintain all engineering and physical records relating to City assets including buildings, roadways, bridges, water, sewer, and storm sewer systems.
- (8) Prepare, maintain and operate the City's Geographical Information System.
- (9) Prepare for the City Manager's review the annual Capital Improvement Program (CIP) related to street, sidewalk, bridge, traffic signals, water distribution, sewer collection, and stormwater collection systems.
- (10) Issue all permits regarding encumbrance or excavation of sidewalks, streets, or other public ways, which shall include driveways.
- (11) Issue all permits for new water or sewer construction (connections) to the municipal systems.

- (12) Participate in the approval process for the issuance of Certificates of Occupancy.
- (13) Manage and maintain the Community Development Project Inspection Fund including the collection of fees and the coordination of timely and effective construction inspection.
- (14) Perform all other related functions as directed by the Deputy City Manager – Development.

SECTION II: This ordinance shall take effect upon its passage.



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Carlos P. Baía, Deputy City Manager – Development

DATE: October 30, 2013

SUBJECT: Amendment to the Community Development Department Organizational Ordinance, Article 30-2-20

Recommendation

Accept this report and set a public hearing to adopt the attached housekeeping amendment to the ordinance.

Background

The City Code of Ordinances establishes the organizational structure of the various City departments. The existing ordinance outlining the Community Development Department is outdated and does not reflect current practices nor the organization of the Department based on Council actions in recent years.

Discussion

The existing City Ordinance pertaining to the Community Development Department ordinance still includes references to a Community Development Director and to the Business Development Division, both of which were changed via Council action several years ago.

In addition, with the passage of time, practices and responsibilities for certain activities have been transferred from one division of the Department to another to respond to staff skills and customer service needs. The revised ordinance has been drafted to comprehensively grasp these changes.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the Personnel Class Specification Index

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, by deleting the following position:

Position Title	Labor Grade	FLSA	Pay Schedule
Adult and Technical Services Manager	22	Non-Exempt	Schedule D

SECTION II: Amend the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, by adding the following position:

Position Title	Labor Grade	FLSA	Pay Schedule
Adult Services Manager	21	Non-Exempt	Schedule D

SECTION III: This ordinance shall take effect upon its passage.



City of Concord, New Hampshire

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Jennifer Johnston, Director of Human Resources and Labor Relations

DATE: October 31, 2013

SUBJECT: Amend Schedule D to Add the Position of Adult Services Manager and Eliminate the Position of Adult and Technical Services Manager

Recommendation

It is requested and recommended that the City Council accept this report and set a public hearing date in December for the proposed ordinance to add the position of Adult Services Manager to Schedule D while eliminating the position of Adult and Technical Services Manager.

Background

The Library Director is requesting that the position of Adult Services Manager be returned to Schedule D of Article 35-2 of the City Code of Ordinances to address the needs of the Library Department and the services it provides to the citizens of the City of Concord. In 2010 this position was deleted from Schedule D when the position of Adult and Technical Services Manager was created. The Library Director wishes to eliminate the position of Adult and Technical Services Manager and return to previous structure which included a Technical Services Manager and an Adult Services Manager. Currently a full-time Reference Librarian position is coming open due to a retirement, and the Library Director wishes to pursue succession planning by not filling the Reference Librarian position, but hiring an Adult Services Manager and allowing the incumbent Adult and Technical Services Manager to apply for the position of Technical Services Manager.

Discussion

The Adult Services Manager position has been classified as a labor grade 21 as identified in the attached ordinance and will be added to Schedule D in order to place it within the city's position classification system as a non-contractual, exempt employee, under the Fair Labor Standards Act. The increased cost as a result of replacing a Reference Librarian (LG 18) with an Adult Services Manager (LG 21) will be absorbed by the library's existing budget.

In order to accomplish the aforementioned, the City of Council will have to set a public hearing for December and then approve the position per the attached ordinance.

Respectfully Submitted,

Jennifer Johnston

cc: Thomas J. Aspell, Jr., City Manager
Patricia A. Immen, Library Director

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the CODE OF ORDINANCES, Title I, General Code; Chapter 5, Public Works; Article 5-8, Solid Waste Flow Control.

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title I, General Code; Chapter 5, Public Works; Article 5-8, Solid Waste Flow Control, by deleting the definition of "Cooperative" in Section 5-8-2, Definitions, as follows:

5-8-2 Definitions.

~~[Cooperative. The Concord Regional Solid Waste Resource Recovery Cooperative. The City of Concord is one of twenty-six (26) other communities that is a member of the cooperative; established to provide a long term disposal arrangement, using a modern waste-to-energy facility located in the Penacook area of Concord.]~~

SECTION II: Amend the CODE OF ORDINANCES, Title I, General Code; Chapter 5, Public Works; Article 5-8, Solid Waste Flow Control, by amending paragraph (a) of Section 5-8-5, Licensing of Designated Haulers, as follows:

5-8-5 Licensing of Designated Haulers.

- (a) All designated haulers shall dispose of acceptable waste originating within the City at the ~~[Penacook Resource Recovery Facility]~~ ***Allenstown Transfer Station in Allenstown, New Hampshire.*** Acceptable waste may be delivered to the ~~[Penacook Resource Recovery Facility]~~ ***Allenstown Transfer Station in Allenstown, New Hampshire*** only by self-emptying vehicles or transfer trailers and in a manner which reasonably assures that the waste will not blow, leak, or spill prior to unloading at the facility site. All waste must be delivered in a vehicle with gross vehicle weight of greater than twenty-seven thousand five hundred (27,500) pounds and is self-dumping.

SECTION III: This ordinance shall take effect on December 31, 2014.

Explanation: Matter added to current ordinance appears in ***bold italics***.
Matter removed from current ordinance appears ~~[in brackets and struck through.]~~



CITY OF CONCORD

12A

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Earle M. Chesley, P.E., General Services Director

DATE: October 24, 2013

SUBJECT: Proposed amendment to the City Code of Ordinance Article 5-8, Solid Waste Flow Control Ordinance

Recommendation

Approve this report and set the attached ordinance for a public hearing at the December 2013 City Council Meeting.

Background

On June 12, 1985, the City and 26 other New Hampshire towns and cities formed the Concord Regional Solid Waste/Resource Recovery Cooperative ("Cooperative"). The Cooperative formation agreement was amended and restated on January 22, 2009.

The purpose of the Cooperative is to provide for the management of waste generated in the municipal members' respective territories. In forming the Cooperative, the municipalities determined that in order to efficiently and properly provide for the management of their waste it would be to their mutual benefit to enter into an agreement to create the Cooperative.

Following the formation of the Cooperative, on or about December 2, 1985, the Cooperative entered into a twenty year Service Contract with Wheelabrator Concord Company, L.P. ("Wheelabrator") to dispose of the member municipalities' solid waste and the disposal of ash residue resulting from the processing and disposal of waste

On July 5, 2006, the Cooperative and Wheelabrator entered into a subsequent Service Contract entitled, Solid Waste Disposal Agreement. The purpose of the 2006 Solid Waste Disposal Agreement was to contract for the processing and disposal of waste at the Wheelabrator Facility.

On October 9, 2012, following a public hearing, the City Council appropriated the sum of \$80,000 and authorized the issuance of bonds and notes for design and consultation regarding the City's solid waste disposal options, CIP #483.

On December 10, 2012, in accordance with the 2006 Solid Waste Disposal Agreement between the Cooperative and Wheelabrator, the Cooperative exercised its option to terminate the Agreement as of December 31, 2014 because the Cooperative determined that the Agreement is not competitive with other disposal options.

On June 26, 2013, the City advised the the Cooperative that it would not be disposing of its solid waste as a member of the Cooperative following the termination of the Wheelabrator contract on December 31, 2014.

On August 27, 2013, after conducting a Request for Proposals through the City's Purchasing Division, the City entered into a multi-year Agreement with Cassella Waste Management of Massachusetts, Inc., for the collection and disposal of the City's solid waste including recycling services. Under the Agreement, the City agreed to submit the attached amendment to the City Code of Ordinance Article 5-8, *Solid Waste Flow Control Ordinance* to the City Council.

The commencement dates for Solid Waste Collection Services, Transfer Station Services and Solid Waste Disposal Services as set forth in the Agreement with Cassella is as follows:

- (1) Solid Waste Collection Services: July 1, 2014 – June 30, 2024
- (2) Transfer Station Services: July 2, 2015 – June 30, 2024
- (3) Solid Waste Disposal Services: January 1, 2015 – June 30, 2024

Discussion

In accordance with City Code of Ordinance Article 5-8, Solid Waste Flow Control Ordinance, the City issues licenses to commercial solid waste haulers operating within the City. Under the current ordinance, City solid waste is delivered to the Wheelabrator Facility. Under the attached proposed ordinance, the City's solid waste will be delivered to the Allenstown Transfer Station in Allenstown. The effective date of the proposed ordinance is January 1, 2015.

Cc Brian LeBrun, Deputy City Manager, Finance
James Kennedy, Esq., City Solicitor
Douglas Ross, Purchasing Manager

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the CODE OF ORDINANCES, Title II, Traffic Code; Chapter 18, Parking; Article 18-1, Stopping, Standing, and Parking.

The City of Concord ordains as follows:

SECTION I: Amend the Title II, Traffic Code; Chapter 18, Parking; Article 18-1, Stopping, Standing, and Parking; Section 18-1-6 (a), Parking Prohibited at All Times in Designated Places, Schedule I, by deleting the following:

Street	Side Restricted	From	To
Knight Street	East	Hutchins Street	225 feet southerly of Hutchins Street

SECTION II: This ordinance shall take effect upon its passage.



CITY OF CONCORD

17A

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Robert J. Mack, PE, PTOE, Traffic Engineer

DATE: October 11, 2013

SUBJECT: Report from Engineering Services with a recommendation to amend the Code of Ordinances to remove the parking restriction along the east side of Knight Street near Hutchins Street.

Recommendation

Accept this report and set a public hearing to amend the Code of Ordinances to remove the parking restriction along the east side of Knight Street from Hutchins Street to a point 225 feet southerly.

Background

In an April 22, 2013 communication to Parking Enforcement, Chris Demers of 15 Hutchins Street requested consideration of reinstating on-street parking along the east side of Knight Street adjacent to his property. Parking along this side of Knight Street, from Hutchins Street to 225 feet southerly, was prohibited in March 2011 as follow-up to a Planning Board condition of approval related to the residential redevelopment of the former Scandia Hall. This request to remove the parking restriction was reviewed by the Traffic Operations Committee (TOC) on May 21, 2013, and endorsed by the Parking Committee on July 15, 2013.

Discussion

A locus plan of the Knight Street area is attached and illustrates the limits of the current no-parking restriction. This restriction was enacted on March 14, 2011 as follow-up housekeeping pursuant to a Planning Board condition of approval of the redevelopment of the former Scandia Hall. The restriction was recommended at that time to facilitate the location of back-out parking spaces along the redevelopment site. The parking restriction was extended northerly to Hutchins Street to remove potential sight-line impedance for drivers backing out of the new Scandia Hall parking spaces. Unrelated to the Scandia Hall redevelopment project, sidewalk and curb improvements were made on both Knight and Hutchins Streets as part of the US Route 3 North Improvements Project (CIP 35), including reconfiguring the Knight street corner at Hutchings Street to reduce the speed of right turns from Hutchins Street onto Knight Street.

Mr. Demers' specific request was to allow on-street parking along the east side of Knight Street adjacent to his house, or essentially, room for about two parking spaces between the corner at Hutchins Street and the crosswalk to the Second Start facility across the street. Due to current parking restrictions along both sides of Knight Street near his home, the inability to park along Hutchins Street due to narrow street width, and the limited space in his driveway, Mr. Demers was concerned that his visitors and guests have to park considerably far to the south along Knight Street.

Engineering and Parking staff visited the site and found that sight lines along Knight Street for potential drivers backing out of the Scandia Hall redevelopment driveways were reasonable for the street as reconstructed under CIP 35, whether or not a vehicle was parked in the area between the crosswalk and Hutchins Street. At its May 21, 2013 discussion of this matter, TOC members concurred that allowing potential parking on the east side of Knight Street between the crosswalk and Hutchins Street appeared feasible. It was anticipated that this space could accommodate one or two parked cars. However, these spaces would likely be used also by vehicles related to the Second Start school and might not be exclusively available for the resident at 15 Hutchins Street.

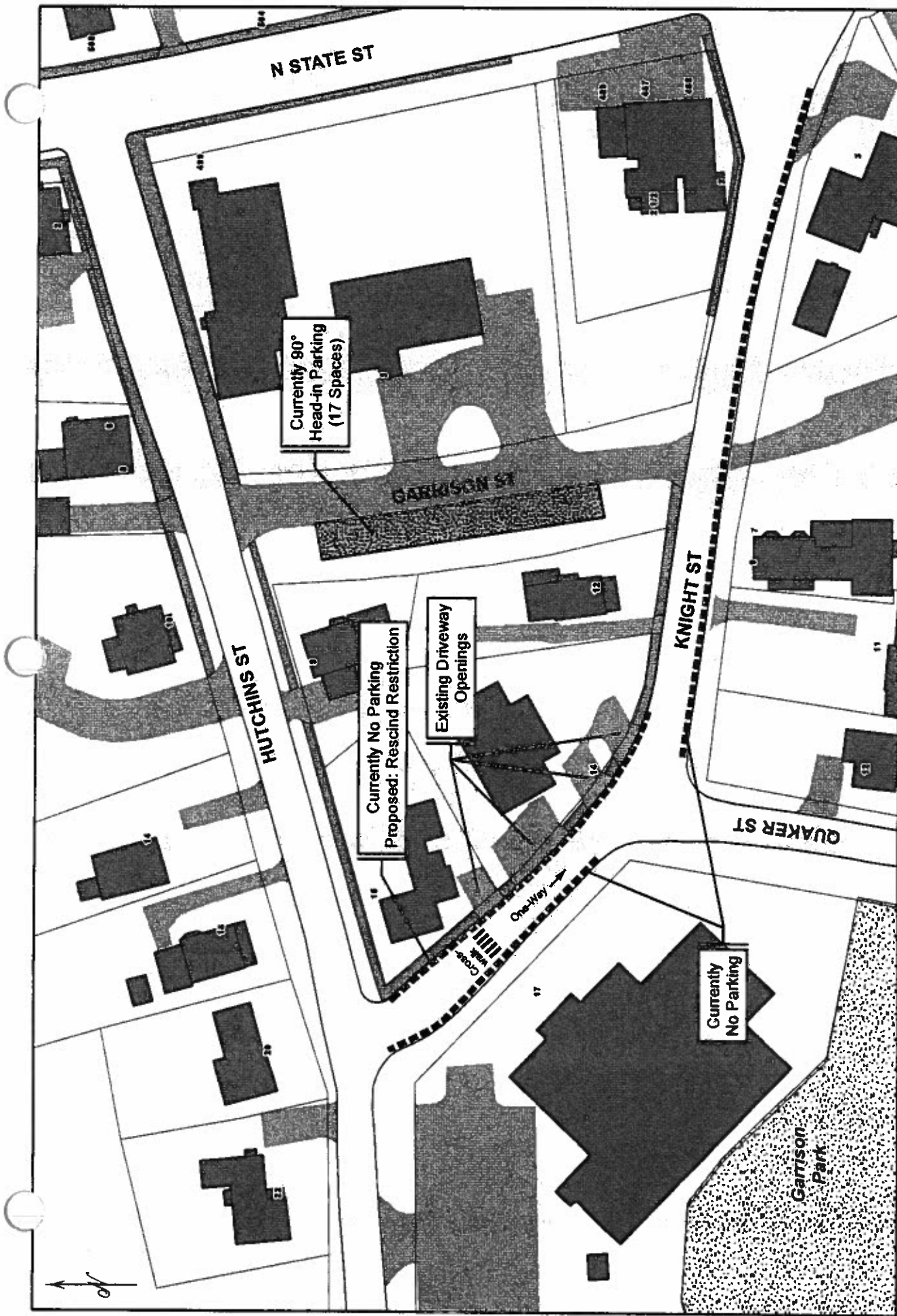
The Parking Committee considered this request at its July 15, 2013 meeting, with Mr. Demers in attendance. Committee members felt that the request to reinstate parking for about two vehicles next to #15 Hutchins Street was reasonable. Members suggested that this request could most simply be accommodated by removing the entire parking restriction enacted in 2011 (i.e. from Hutchins Street to 225 feet easterly). This would allow space for up to two cars to park between Hutchins Street and the crosswalk to Second Start. To the south of this area is the crosswalk (where parking is otherwise prohibited by Ordinance), and contiguous driveway openings to the Scandia Hall residential development (also where parking is otherwise prohibited by Ordinance). Mr. Demers indicated that he understood that this would be space for public parking and that Second Start visitors would probably park in the requested spaces near his house during working hours, but that he was most interested in their potential availability in the evenings and during the weekend.

The Parking Committee unanimously endorsed a recommendation to City Council to rescind Ordinance 2818 enacted March 14, 2011.

RJM/rjm

Attachment: Proposed Parking Restriction Map

cc: Parking Committee
John Duval, Police Chief
Ed Roberge, City Engineer
Steve Henninger, Acting City Planner
Carlos Baia, Deputy City Manager – Development



Legend

- Current Restriction
- Current Parking Spaces
- Property Boundaries
- Buildings
- Driveways & Parking
- Sidewalk



Knight Street
Proposed Parking Restrictions
 City of Concord, New Hampshire
 October 11, 2013

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION APPROPRIATING SEVEN THOUSAND DOLLARS (\$7,000) TO THE SEWER FUND TO HARVEST TIMBER AT THE HALL STREET WASTEWATER FACILITY.

Page 1 of 2

The City of Concord resolves as follows:

- WHEREAS,** the City was notified in September 2013 by its Forester, in conjunction with the NH State Forester, that 15 acres of red pine forest on the Hall Street Wastewater Plant site was infected with a fungus; and
- WHEREAS,** the City Forester prepared a Request for Proposal to secure a timber harvesting company to remove the infested stand of red pine; and
- WHEREAS,** the expense of the City Forester is anticipated to be approximately \$7,000; and
- WHEREAS,** revenues from the sale of the timber is projected to be at least \$7,000, which will fully support the harvesting operations; and
- WHEREAS,** replanting of trees at the Hall Street Facility is expected to cost approximately \$9,000; and
- WHEREAS,** funding to support the tree replanting is anticipated to be from unspent FY14 authorized operating budget appropriations from various account lines, therefore no additional funding is requested at this time; and
- WHEREAS,** the Director has identified the need to begin work on this project; and
- WHEREAS,** this appropriation is for a purpose not included in the FY2014 adopted budget, therefore, Section 37 of the City Charter requires a two-thirds vote of the City Council.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION APPROPRIATING SEVEN THOUSAND DOLLARS (\$7,000)
TO THE SEWER FUND TO HARVEST TIMBER AT THE
HALL STREET WASTEWATER FACILITY.

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

- 1) The sum of\$7,000
be and is hereby appropriated as follows:

Sewer Fund Operations

Professional and Technical expenses\$7,000

- 2) Revenue is available as follows:

Sewer Fund

Timber Sales\$7,000

- 3) These funds shall be expended under the direction of the City Manager.
- 4) This resolution shall take effect upon its passage.



CITY OF CONCORD

12A

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Philip H. Bilodeau, P.E., Deputy Director, General Services Department

DATE: October 18, 2013

SUBJECT: Resolution for a \$7,000 Supplemental Appropriation for the Sewer Fund operating budget for a timber harvest and tree replanting.

Recommendation

The Department recommends adoption of the attached supplemental resolution to increase the FY14 Sewer Fund operating budget by \$7,000 from \$7,475,418 to \$7,482,418.

Background

During a State wide assessment of the health of the State's forests the State of NH Chief Forester approached the City of Concord with concern over the infestation and disease occurring in the 15 acre red pine forest on the Hall Street Wastewater Facility property. The City Forester FORECO concurs with the State that the stand is heavily infected with the red pine scale and the fomes annosus fungus, both of which are eventually fatal to the trees. The City Forester reports that many have already died in the plantation, causing a loss of income to the City. Because there is no treatment for the diseased trees, the recommendation is clear-cutting the stand before any more trees die off, also recommending stumping the site. The harvest would include the 44 large red pines also infected along the frontage of the facility on Hall Street.

Discussion

The General Services Department, Wastewater Division Professional and Technical services account did not anticipate the expense associated with this effort and henceforth the request for an additional appropriation of \$7,000. The original FY14 account is \$9,550.

The timber harvest could take place late fall or winter 2013/2014. Replanting of pines along the facility frontage would take place in the spring. The harvesting of this timber, aside of the infestation, will net more than \$7,000 in revenue for the Sewer Fund.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION REPURPOSING FIFTEEN THOUSAND DOLLARS (\$15,000) FROM COMPLETED AND UNEXPENDED SCADA INSTRUMENTATION CAPITAL IMPROVEMENT PROJECT (CIP #124) TO SUPPORT A WATER TREATMENT PLANT STAFFING STUDY.

The City of Concord resolves as follows:

WHEREAS, the recent retirement of the Water Treatment Plant Operations Supervisor and the retirement of the Water Treatment Plant Superintendent in early 2014 necessitate a formal review of staffing needs at the Water Treatment Plant; and

WHEREAS, the SCADA Instrumentation Improvement Project (CIP #124) will be under budget by \$15,000, which may be made available for the necessary Water Treatment Plant Staffing Study; and

WHEREAS, the Director has identified the need to begin work on this project; and

WHEREAS, the SCADA Instrumentation Improvement Project (CIP #124) was funded through a capital transfer from the Water Fund operating budget, a simple majority vote of the council is necessary to pass this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

- 1) The sum of\$15,000
be and is hereby repurposed as follows:

Water Capital Fund

General Services

Water Treatment Plant Staffing Study\$15,000

- 2) Funding for the project is available as follows:

Water Capital Fund

General Services

Repurpose unspent Scada Instrumentation Improvements (CIP#124)\$15,000

- 3) Sums as repurposed shall be expended under the direction of the City Manager.

- 4) This resolution shall take effect upon its passage.



CITY OF CONCORD

12A

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Philip H. Bilodeau, P.E., Deputy Director General Services Department

DATE: October 15, 2013

SUBJECT: Resolution repurposing dollars from the 2013 SCADA (Supervisory, Control and Data Acquisition) Instrumentation Improvements Project (CIP#124) to fund a Water Treatment Plant Staffing Study

Recommendation

The Department recommends acceptance of this report.

Background

The SCADA system has provided a more effective collection of operational information and monitoring and control of equipment based upon the information transmitted to a central control station. The General Services Department Water Treatment Plant has continued advances to the Water Treatment Plant SCADA Instrumentation Improvements by including it into every improvement project completed and ongoing. The completed Backwash Water Pump project included system compatibility and control. The ongoing Generator Replacement Project and the Motor Control Center #3 Project will also include the necessary integration with the overall system design.

The recent retirement of the Water Treatment Plant Operations Supervisor and the retirement of the Water Treatment Plant Superintendent in early 2014 provide an opportunity to review the staffing responsibilities and duties of the existing staffing scenario. SCADA has modernized the operation providing more efficient control of the facility.

Discussion

The recent retirement and near retirement provides an opportunity to review the operational functions of the Water Plant with a focus on duties and responsibilities to provide efficient assignment of staff bringing the facility into the twenty first century.

Repurpose the following project amount:

- 2013 SCADA Instrumentation Improvements \$15,000

The SCADA Instrumentation Improvements have been ongoing and the remaining funds are available for repurposing to the Water Treatment Plant Staffing Study.

CITY OF CONCORD

11-15

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING THE SUM OF ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000) FROM THE CAPITAL REGIONAL DEVELOPMENT COUNCIL'S (CRDC) BROWNFIELDS SUB-GRANT PROGRAM FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER AND AMAZON REALTY SITES LOCATED AT 5-35 CANAL STREET, PENACOOK, CIP #508.

Page 1 of 2

The City of Concord resolves as follows:

- WHEREAS,** the City also owns certain properties located at 5, 11, 27, 31, and 35 Canal Street, known as the former Allied Leather Tannery and Amazon Realty sites; and
- WHEREAS,** said properties are contaminated with petroleum products and require environmental cleanup in order to facilitate future redevelopment; and
- WHEREAS,** the City bid final cleanup of these parcels and bids received exceeded available funds; and
- WHEREAS,** the Capital Regional Development Council (CRDC) has offered to provide the City \$125,000 in grant funds from its Brownfields Sub-grant Program; and
- WHEREAS,** this sub-grant from the Capital Regional Development Council (CRDC) is in addition to \$200,000 previously granted by CRDC to the City by Resolution #8570 on June 11, 2012 for the Allied Leather / Amazon Realty cleanup project; and
- WHEREAS,** funds from the State of New Hampshire's Oil Discharge, Disposal and Cleanup Fund ("ODD Fund" or "Petroleum Program"), accepted by the City per Resolution #8695 on August 12, 2013, shall be used as matching funds for the \$125,000 CRDC sub-grant; and
- WHEREAS,** this appropriation is for a purpose not included in the FY14 adopted budget, therefore, Section 37 of the City Charter requires a two-thirds vote of the City Council for its approval.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING THE SUM OF ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000) FROM THE CAPITAL REGIONAL DEVELOPMENT COUNCIL'S (CRDC) BROWNFIELDS SUB-GRANT PROGRAM FOR ENVIRONMENTAL CLEANUP OF THE FORMER ALLIED LEATHER AND AMAZON REALTY SITES LOCATED AT 5-35 CANAL STREET, PENACOOK, CIP #508.

Page 2 of 2

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

- 1) The sum of\$125,000
be and is hereby appropriated as follows:

General Capital Project Fund

City Administration

Allied Leather Tannery CRDC Brownfields Sub-grant #2 (CIP #508).....\$125,000

- 2) The sum of\$125,000
be and is hereby made available as follows:

CRDC Grant funding

City Administration

Allied Leather Tannery CRDC Brownfields Sub-grant #2.....\$125,000

- 3) These funds shall be used for any activity related to the environmental cleanup of the former Allied Leather and Amazon Realty sites as permitted by Grantor.
- 4) These funds shall be expended under the direction of the City Manager.
- 5) This resolution shall take effect upon its passage.



CITY OF CONCORD

12A

REPORT TO MAYOR AND CITY COUNCIL

FROM: Matthew R. Walsh, Director of Redevelopment, Downtown Services, & Special Projects

DATE: October 21, 2013

SUBJECT: Allied Leather Tannery \$125,000 Capital Regional Development Council Brownfields Sub-grant

Recommendation:

- Accept this consent report;
- Set the attached resolution accepting and appropriating the sum of \$125,000 from the Capital Regional Development Council (CRDC) Brownfields Sub-grant Program for public hearing on December 9, 2013.

Background:

The City acquired four parcels which comprised that portion of the former Allied Leather Tannery located at 27-35 Canal Street during the period of 2002 – 2004. The City later acquired additional land at 5-11 Canal Street in 2012 known as the "Amazon Realty" site. Upon acquisition of these properties, the City began a multi-year environmental cleanup initiative for the purpose of preparing the site for redevelopment by the private sector.

Discussion:

The City is in the process of commencing the final phase of environmental cleanup of the Allied and Amazon Sites.

Specifically, the City received four (4) bids for cleanup of the site on September 26, 2013. All bids exceeded the City's available budget of \$700,000 (excluding work to be paid for by the State of NH's Petroleum Fund Program). In accordance with the City's Code of Ordinances § 31-1-3, the City rejected all bids and proceeded to negotiate with the bidder who was deemed to be in the City's best interests.

The City has negotiated a contract with DL King of Nashua, New Hampshire to proceed with the project for the sum of \$927,860 (including work to be paid for by the State of NH Petroleum

Program). DL King's original bid for the work was \$1.388 million. The negotiated price is 33% less than their original bid.

With a contract negotiated, the City required additional funds in order to complete those portions of the cleanup not financed by the State's Petroleum Program. Specifically, the City required an additional \$125,000 to proceed with the project.

Towards this end, staff contacted the Capital Regional Development Council (CRDC) to see if the City could secure additional funds through their Brownfields Revolving Loan Fund Program. The City had previously secured \$200,000 for the project from this source in 2012. CRDC has indicated it will provide the City with an additional \$125,000 for the project. In lieu of City funds, moneys from the State of NH Petroleum Program will serve as the required match for the additional CRDC grant. Therefore, there will be no cost to the City for accepting these funds.

The City has engaged DL King with available funds on hand. Work at the site was expected to commence in early November. Should the City Council approve these additional grant funds, the City will execute a change order with the contractor in order to complete the entire project.

Cleanup work will be completed in summer 2014.



CITY OF CONCORD

11-16

TJA

REPORT TO MAYOR AND THE CITY COUNCIL

DATE: October 30, 2013
FROM: Thomas J. Aspell, Jr., City Manager
SUBJECT: Citizen Comments

Recommendation:

Recommend City Council accept this report.

Background:

Attached for your information are citizen comments received during the past month.

/ss

Attachments

From: Bill Higgins <billhigginsemail@gmail.com>

Date: October 16, 2013 at 12:55:14 AM EDT

To: <jduval@concordpolice.com>

Subject: Excellent job on the Raymond Stevens capture

Dear Chief John F. Duval,

It was my good fortune to read online in the LA Times how the Police of Concord, NH tracked down a racist criminal through his gun permit. I am so delighted at your excellent police work, I am compelled to congratulate your department, for whatever that is worth to you.

I'm a "gun guy," but probably not your usual pro-gun guy -- one of only a few (probably) Democrats living in Orange County, California. But my votes for who should get the "sane gun laws" money first are the police. We have a LOT of people here stringing together new laws on the edge of the issues, and I wish they would give that money to the police, instead. While I understand that statistically where governments control AR rifles, there exists favorable statistics in lower gun incidents, I really believe we should put our tax dollars on the streets with your officers if we want to save lives.

Sorry for the rant, but the good work of your people kinda bears out my approach, at least in my eyes. But don't miss my message: it takes hard working individuals to get you across the finish lines, but without an organization that supports that, we all sink. So, way to show leadership, New Hampshire Police Department!

Bill Higgins

From: Rabbi Moshe ben Asher & Magidah Khulda bat Sarah <kharakim@sbcglobal.net>
Date: October 15, 2013 at 7:20:52 PM EDT
To: <jduval@concordpolice.com>
Subject: Det. Wade Brown

Dear Chief Duval:

We live in Los Angeles—a long way from Concord, both in miles and culturally—but we want you to know that the commitment and actions of Detective Wade Brown made us proud to be Americans today.

We hope that Detective Brown will receive the recognition he deserves for his dedication to making sure that " something hateful is not going to be tolerated" in Concord.

Needless to say, Detective Brown is not only a credit to himself, but also to his department and to his superiors who have trained and supervised him.

Sincerely,

Moshe ben Asher

State of New Hampshire

DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner of Safety

Division of State Police

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Telephone: 603-271-2450

Colonel Robert L. Quinn
Director

October 11, 2013

Chief John Duval
Concord Police Department
35 Green Street
Concord, NH 03301

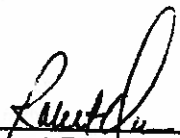
Dear Chief Duval,

I am writing to express appreciation of the assistance of Detective Sean Ford in assisting the New Hampshire State Police with a burglary investigation.

We all have a common goal and that is to protect and serve the citizens of the State of New Hampshire and to make the State a safe place to work and live.

Please pass along this Official Commendation in appreciation of Detective Ford's assistance and my personal thanks.

Thank you for your important work ensuring the safety of the citizens of New Hampshire.


Colonel Robert L. Quinn
Director

RLQ/aer

Enclosure

Oct 10, 2013

To All the General Service Workers,

Thank you all so very much for the great job you do in keeping Concord safe and clean!

I am a letter carrier in Concord and have had several residents whose trees and debris have littered the streets and they do nothing about it. When I have asked the City to cut back the trees, you came out promptly and took care of it. You all have done an excellent job in cleaning up areas to make my job safer!

Thank you so very much for your service!

RECEIVED

OCT 11 2013

CITY MANAGER'S OFFICE
CONCORD, NH

Sincerely yours,

Julie Richtarik

Concord City Carrier

P.S.

Excellent job keeping streets & sidewalk clear in winter, too!

From: Tiffany Crowell <tcrowell@crhc.org>
Date: October 25, 2013 at 8:01:06 PM EDT
To: John Duval <jduval@concordpolice.com>
Subject: Positive Note

Good Evening Chief Duval,

Just had to take a moment to let you know what an outstanding job Officer Fallon did over here in the Yellow Pod with us tonight. We called for a response after a patient made some threats towards one of my ED Techs that puts up with a lot but hardly ever gets ruffled. She was ruffled tonight. Although the outcome was that there was not quite enough to press charges, he did such a nice job of explaining, taking the time, and making her feel heard. His calm presence and attentiveness truly made all the difference in helping her to move forward.

Regards,
Tiffany Crowell



U.S. Department of Justice

John P. Kacavas
United States Attorney
District of New Hampshire

*Federal Building
53 Pleasant Street
Concord, New Hampshire 03301*

*Phone 603-225-1552
Fax 603-226-7789*

October 24, 2013

Chief John F. Duval
Concord Police Department
35 Green Street
Concord, New Hampshire 03301

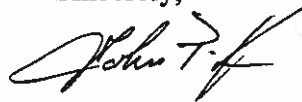
In re: United States V. Jonathan Tanguay

Dear Chief Duval:

I am writing to commend Detective Mark Dumas for his work in United States v. Jonathan Tanguay, a child pornography possession case that recently resulted in a conviction in federal court. As you may know, Mark agreed to handle this case after another forensic examiner had to step aside. Despite not having been acquainted with the case from its outset, Mark put in substantial effort to make the prosecution a success.

Unlike most of our child pornography cases, in this case the evidence consisted almost exclusively of digital evidence. Mark wrote many reports, and spent many hours with my assistants explaining complicated forensics, and preparing to testify in two trials. Mark was the key witness and was indispensable to the result. We are grateful for his hard work and look forward to working with him on many significant cases in the future.

Sincerely,


John P. Kacavas

JPK/tal

RECEIVED
OCT 28 2013
CONCORD, N.H. POLICE
DEPARTMENT

From: Charlie Conn [<mailto:connncs561@myfairpoint.net>]

Sent: Tuesday, October 29, 2013 02:49 PM Eastern Standard Time

To: Chesley, Chip

Subject: tree remove

I had been in contact with Ryan Rambeau concerning a dead tree in our area and yesterday morning the tree crew came early and went right to work. I must say the workers involved in the removal of the tree were very good at their job and seem very experienced and careful in what had to be done, also the clean up after was well taken care of. A great job, my thanks to

Ryan and his crew. I hope you will forward this to them..... Charles Conn 156 Abbott Rd.

**City of Concord – Collections Department
Customer Comment Cards Survey**

Results based on total comment cards received for Oct 2013

I received services related (circle all that apply): Total comment cards completed:

Motor Vehicle (4)	Property Taxes (0)	Utility Payments (0)	Misc. Billing (0)
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Other: Notary Public (1)

Our staff was:	courteous (4)	knowledgeable (4)	professional (5)
-----------------------	------------------	----------------------	---------------------

Other: Very patient with me explaining what had to be done.
Friendly.

Our service was:	courteous (4)	knowledgeable (4)	professional (5)
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Other: Very helpful.
Quick and efficient.

Comments and suggestions:

1. I had surgery (9/30) and was very cranky. The person 1st on the left as you walk in was extremely patient and courteous. Give her a raise first chance!
2. Jan she was very helpful to me.
3. Very helpful and friendly
4. I enjoyed my trip to City Hall offices!
5. Great job on signs to get into lobby during construction.



City of Concord, New Hampshire
CONCORD PUBLIC LIBRARY
45 GREEN STREET • 03301-4257

11-17

12A

PATRICIA A. IMMEN
LIBRARY DIRECTOR
603-225-8670

TO: Honorable Mayor and City Council
FROM: Patricia A. Immen, Library Director
RE: Authorization to Accept Monetary Gifts Totaling \$1,800.71 as
Provided for Under the Preauthorization Granted by City Council
DATE: October 29, 2013

Recommendation

It is recommended that City Council approve the acceptance and expenditure of the gifts to the Concord Public Library cited below for the purpose indicated:

Donor	Amount	Purpose
Concord Public Library Patrons	\$360.50	Fees paid by patrons to replace lost and damaged library materials from 10/1/2013 through 10/27/2013
Concord Library Book Sale	\$940.21	Revenue from sale of used and donated books, audio materials and videos from 10/1/2013 through 10/27/2013
Concord Education Association	Passes valued at \$475.00	Boston Museum of Fine Arts passes valid from November 1, 2013 to October 31, 2014.
Catherine L. Pappas	\$25.00	To purchase books in memory of Betty Wright Bourgault
TOTAL	\$1,800.71	

Background

1. Funds are requested to be expended under the authority established pursuant to Resolution #8120, adopted December 10, 2007.
2. The purpose of the gifts listed above is consistent with, and presents no conflict or obstacle to, the accomplishment of City Council goals, the Code of Ordinances, or the operating functions of the Concord Public Library.
3. No City match is required.
4. Funds have been received by the City of Concord, except as noted.
5. A letter of thanks on behalf of the City Council and the citizens of the City of Concord has been sent to donors listed above.

Discussion

Upon the City Council's approval of this report the materials indicated above will be ordered and placed in the Library's collection.

Cc: City Manager
Deputy City Manager for Finance
Controller
City Clerk



CITY OF CONCORD

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Earle M. Chesley, P.E., General Services Director

DATE: October 22, 2013

SUBJECT: Authorization to Accept a Monetary Gift in the Amount of \$50.00 as Provided for Under the Preauthorization Granted by City Council

Recommendation

It is recommended that City Council approve the acceptance and expenditure of the gift in the amount of fifty dollars from Stephen Shurtleff for the purchase of light bulbs for holiday decorations for the Penacook Village area.

Background

1. Funds are requested to be expended under the authority established pursuant to Resolution #8120, adopted December 10, 2007.
2. The purpose of the gift is consistent with, and presents no conflict or obstacle to, the accomplishment of City Council goals, the Code of Ordinances, or the operating functions of the City.
3. No City match is required.
4. Funds have been received by the City's Finance Department.
5. A letter of thanks on behalf of City Council and the citizens of the City of Concord has been sent to the donor.

Discussion

Upon the City Council's approval of this report, the material noted above will be ordered and placed in service.

Cc Katie Graff, Deputy Finance Director
Jim Major, Highway and Utilities Superintendent



CITY OF CONCORD

TAA

REPORT TO MAYOR AND THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

FROM: David Gill, Park and Recreation Director

RE: Authorization to accept monetary donations in the amount of \$4,848.04

DATE: October 29, 2013

Recommendation

It is recommended that City Council approve the acceptance and expenditure of the gifts to the City of Concord cited below for the purpose indicated:

Donor	Amount	Purpose	G/L Account
William E. Daily Precast and LLC Peckham Industries	\$1,000	Terrill Park Donation for new field.	GRTRECMISC 2910 Terrill Park
Dee Sildies and Company LLC	\$300	Weekend On the Water Donation for new multipurpose building at White Park	GRTRECMISC 2910 Weekend On the Water
Arnies Ice Cream	\$203.50	Weekend On the Water Donation for new multipurpose building at White Park	GRTRECMISC 2910 Weekend On the Water
Concord Rotary Club	\$2,263.46	Weekend On the Water Donation for new multipurpose building at White Park	GRTRECMISC 2910 Weekend On the Water
Black Ice Pond Hockey Association	\$581.08	Weekend On the Water	GRTRECMISC 2910 Weekend On the Water
NH Cycling Club	\$500	Ice Maintenance	GRTRECMISC 2910 Ice Maintenance

Background

1. The purpose of the gifts listed above is consistent with, and presents no conflict or obstacle to, the accomplishment of City Council goals, the Code of Ordinances, or the operating functions of the Parks and Recreation Department.
2. A letter of thanks on behalf of the City Council and the citizens of the City of Concord have been sent to donors listed above.

Discussion

With these donations the City of Concord Parks and Recreation Department will be able to continue offering high quality special events to the community. Without these donations and sponsorships Weekend On the Water, Weekend Ice Maintenance and planning new recreation facilities may not be possible.

11-20
TJA



CITY OF CONCORD

REPORT TO MAYOR AND THE CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: David Gill, Parks and Recreation Director

Re: Weekend On the Water Report

Date: October 29, 2013

Recommendation

Review and accept this report

Background

The Parks and Recreation in partnership with Black Ice Pond Hockey Association, Concord Rotary Club, Brian's One to One Fitness and Concord Crew sponsored the 1st Annual Weekend On the Water event which was held on September 7th & 8th. It is estimated over 2,000 attended the event on Saturday and another 1,000 on Sunday. Over the twelve months of planning each organization agreed to run different aspects of the event and agreed all profits would be donated towards the new multipurpose building at White Park.

The Concord Parks and Recreation Department was responsible handling the registration for the Dragon Boat Festival on Saturday, bands for both days, food vendors and helping with set up each day. The department also managed the web site and facebook page for the event.

The Black Ice Pond Hockey Association was responsible for organizing the 1st Annual Craft Beer Festival featuring over twenty different brewers as well as the beer tent. They also assisted with marketing of the overall event and set up and take down daily.

The Concord Rotary Club took ownership of the Rubber Duck Race and the 1st ever Super Duck Boat tours in Concord. As part of their outreach the Club partnered with 23 local nonprofits to help sell almost 7,000 Duck tickets for the Rubber Duck race which was held on Sunday afternoon of the event. With their partnerships the Concord Rotary Club helped these local nonprofits to raise over \$13,000.00 which will in turn come back to the Concord community.

Brian's One to One fitness planned and implemented the Urban Maddog Fitness Challenge, the first of its kind to be hosted in Concord. The course featured a 5K road race with multiple obstacles along the route. The route ran from Kiwanis Riverfront Park to Terrill Park and back to Kiwanis Riverfront Park.

Concord Crew held a five school team regatta on Sunday, crew also helped with volunteers for the event both days.

Discussion

On behalf of the City of Concord I would like to thank all the partners and sponsors of the 1st Annual Weekend On the Water. I am happy to say everyone has agreed to work together to bring back the event for next year.

This is another example of how the City of Concord working with our community partnerships can enhance the quality of life for the residents of Concord. It is recommended that City Council approve the acceptance and expenditure of the donations from the Weekend On the Water Event from the Concord Rotary Club, Black Ice Pond Committee and others as a benefit to the citizens of Concord for the building of the of a new multipurpose building at White Park (CIP 51).



CITY OF CONCORD

TAP

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: David Gill, Parks & Recreation Director
Chris Jacques, Grounds Superintendent
Jill McDaniel, Cemetery Administrator

DATE: October 28, 2013

SUBJECT: New "Adopt-A-Grave" Program at Blossom Hill Cemetery

Recommendation

The Department recommends acceptance of the following report and approval of a new "Adopt-A-Grave" program at Blossom Hill Cemetery.

Background

The Cemetery Administrator has proposed and the Grounds Superintendent and Parks & Recreation Director both support the creation of a new program to provide the community an opportunity to donate funds to be expended for grave markers for individuals currently buried in the Common Ground/Single Grave section of Blossom Hill Cemetery.

Discussion

There are currently 640 burials dating back to 1896 in the Common Ground/Single Grave section of Blossom Hill Cemetery. Of those, 615 are without markers. Many of those burials contain the remains of infants and children.

A community project between the City of Concord and a local vendor would make use of granite throw-away pieces currently maintained on the property of Blossom Hill Cemetery to create markers for currently un-marked sites. A donation of \$100 would cover the cost of a single granite marker.

The names of individuals who donate would be listed on the Cemetery website quarterly and would be included in the Departments donation month reports.

There would be no additional expenses incurred by the City of Concord.



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Councilor Amanda Grady Sexton, Chair, Public Safety Board

DEATE: October 7, 2013

SUBJECT: Report from the Public Safety Board on a Referral from the City Council on a Report from the Fire Chief on Life Safety Evaluations and Standby Personnel for Special Events

Recommendation

Accept this report from the Public Safety Board.

Background

The City Council received a report from the Fire Chief on life safety evaluations and standby personnel at special events.

On September 9, 2013, the City Council referred this matter to the Public Safety Board.

On October 7, 2013, the Public Safety Board met and heard testimony from the following individuals on this matter: Ms. Kim Murdoch (Murdoch Social Capital), Ms. Liza Poinier (Intown Concord), Mr. Carlos Baia (Deputy City Manager for Development), Ms. Danielle Pacik (Deputy City Solicitor), Chief John Duval (Police Department), Chief Dan Andrus (Fire Department), and Deputy Chief Sean Toomey (Fire Department).

The Board discussed several issues relating to the referral, including the legal basis for evaluations and standby personnel, fees and charges, the difference between for profit and non profit sponsored events, the need to promote events, coordination between Police, Fire, Code, and General Services, and a brief review of recent events.

The Board voted unanimously to:

1. Request that the Fire Chief revise the report to the City Council to include including the fee structure; coordination between the Fire, Police, Health, Code, and General Services Departments; possible criteria for waiving fees for non profits; and additional details on costs, including service charges.

2. Include a report on the costs of special events as a part of the board's annual report on the state of public safety to the City Council.



CITY OF CONCORD

TAA

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Concord Planning Board

DATE: October 24, 2013

SUBJECT: Request for the Release of a Right of Way Easement for a Future Road at the end of Farmwood Road by Public Service of New Hampshire

Recommendation

Accept this report thereby granting the petition to release a right-of-way easement at the end of Farmwood Road as requested by Public Service Company of New Hampshire (PSNH) on parcel 122-2-8.

Background

PSNH became aware of the existence of a right-of-way easement for an extension of Farmwood Road across parcel 122-2-28 when they began to design a new switching station immediately north of the Oakhill Substation at the terminus of Farmwood Road.

This right-of-way was first conveyed to the City in 1985 as part of a duplex subdivision apparently for the future extension of Farmwood Road. It is assumed that the developer intended to further develop Farmwood Road and create additional lots on the land that is now owned by PSNH.

Farmwood Road was constructed and accepted by the City, however the developer was foreclosed upon and only one duplex unit was built. Fourteen of the duplex lots were converted to 18 single family lots in 1989 and the remnant parcel, lot 122-2-8, was sold to PSNH in 1990. The future right-of-way easement was again conveyed to the City, presumably due to the effect of the foreclosure on the 1985 easement.

Discussion

The current land uses, including the existing and planned PSNH sub-stations and existing single family residences along Snow Pond Road, together with the limited development potential of the adjacent properties and the presence of wetlands and Snow Pond Outlet make the extension of Farmwood Road easterly from its present terminus, highly unlikely.

The only undeveloped property located between the PSNH property and Graham Road is parcel 123-4-2 at 17 Graham Road. This parcel is in the RO Zoning District which allows for low density residential cluster development. This parcel has significant areas of wetlands and steep slopes with the best developable land located near Graham Road. Any future low density residential development at that location can be provided access from Graham Road.

In light of the aforementioned factors, the Concord Planning Board, at its October 16, 2013 meeting, unanimously recommended that City Council release this future Farmwood Road right-of-way easement.

11-24
TJA



CITY OF CONCORD

REPORT TO MAYOR AND THE CITY COUNCIL

Date: October 21, 2013

To: Conservation Commission,
Christopher Morgan, Chair

From: Kathy Temchack,
Director of Real Estate Assessments

RE: Current use change tax quarterly update

3rd Quarter 2013

One (1) current use penalty for a total of \$8,150.00 was mailed during the 3rd quarter of 2013.

\$35,130.00 in current use penalties has been collected during the months of January through September 30, 2013.

Attached is an updated list of the outstanding accounts and the bill payments during the past quarter.

CC: Mayor and Council

Brian LeBrun, Finance Director

Mike Jache, Treasurer

Steve Henninger, Staff Liaison to Conservation Commission

CURRENT USE REPORT - 3rd QUARTER 2013

<u>OWNER</u>	<u>M/B/L LOCATION</u>	<u>BEGINNING 3 QTR</u>	<u>3 QTR PAYMENTS</u>	<u>BALANCE END OF 3rd QTR</u>
Brook Shire Crossing LLC PO Box 476 Manchester, NH 03108-0476	123/1/74 171 Holt Road	6,770.00	6,770.00	0.00
Brook Shire Crossing LLC PO Box 476 Manchester, NH 03108-0476	123/1/7/3 175 Holt Road	6,670.00	6,670.00	0.00
Brook Shire Crossing LLC PO Box 476 Manchester, NH 03108-0476	123/7/2 179 Holt Road	6,670.00	0.00	6,670.00
Brook Shire Crossing LLC PO Box 476 Manchester, NH 03108-0476	123/1/7/1 183 Holt Road	6,670.00	0.00	6,670.00
Robert & Melinda Harrison 22 First Street Concord, NH 03301	104/2/73 105 W Parish Road	7,500.00	7,500.00	0.00
Todd Haywood PO Box 1484 Concord, NH 03302-1484	123/1/7/5 153 Holt Road	470.00	470.00	0.00
St Paul's School 325 Pleasant Street Concord, NH 03301	92/2/3 10 Silk Farm Road	19,900.00	19,900.00	0.00
St Paul's School 325 Pleasant Street Concord, NH 03301	94/1/25 51 Silk Farm Road	12,500.00	12,500.00	0.00
Jeffrey Holt 87 Oak Hill Road Concord, NH 03301	118F/1/1 87 Oak Hill Road	8,150.00	8,150.00	0.00
		<hr/> 75,300.00	<hr/> 61,960.00	<hr/> 13,340.00



CITY OF CONCORD

REPORT TO CITY MANAGER, FINANCIAL STATEMENTS

FROM: Brian LeBrun – Deputy City Manager Finance
DATE: October 15, 2013
SUBJECT: September Fiscal Year to Date 2014 Financial Statements

The attached financial statements for the period ending September 30, 2013 represent 25.0% of the elapsed Fiscal Year 2014. The highlights of the City's financial status for this time period are represented by fund or groups of funds below. Comparisons are being made to the FY14 adopted budget or previous year FY13 same period results.

General Fund

Revenues:

- 1) Year-to-date, most revenue and expense lines are on track and as trends develop, they will be identified as early as possible. Notable items are listed below.
- 2) Finance
 - a. MV Registration and Title: Three months into the fiscal year, this line is on target compared to budget and behind FY13 same time period by \$31,300. It is important to note that in July 2012 \$115,100 that was deferred from FY12 and was recorded as revenue for FY13. A similar deferral did not occur from FY13 to FY14.
 - b. Insurance Distributions and Credits: Again for FY14, the City received a premium holiday from Primex for worker's compensation insurance. The amount increased to \$327,700 or \$12,600 more than the amount received in FY13. While this credit was a reduction of the net bill submitted to the City of Concord, it was for premiums paid in previous years and recorded as revenue for FY14.
- 3) Police
 - a. Special Police Duty Services and Cruiser Rental Fees: Three months into the fiscal year, these lines have received 51% and 94% of their budgeted revenue. The offset is that Police Department's overtime line is ahead of budget for this time of year.

3) CD

- a. Building permits are 60% collected as of September 30, 2013 and \$199,400 ahead of last year same time period. This includes a \$61,200 deferral from FY13.

Expenses:

- 1) Most expense items are on track with budget. It is important to recognize when reading these financial statements that FY14 has 52 pay periods. September represents 12 of 52 payrolls elapsed or 23.0%. This is the ratio that is important to use to compare wage lines to budget. Other notable items are listed below.
- 2) General Liability Insurance – please note that general liability insurance has been charged for the full year in July. This is a change in practice from previous years and is now the same as how auto and property insurances are charged.
- 3) Police
 - b. Overtime: three months into the fiscal year, this line is 47% spent. The offset is that the Police Department's revenue lines for Special Duty Services and Cruiser Rental Fee are ahead of revenue projections year-to-date.
- 4) Assessing
 - a. Prof & Tech Serv – Tax & Assessing: this line is 93% spent year-to-date or \$17,900 and with the greater number of appeals the department is working on, it is anticipated that this number will increase as the fiscal year progresses.

Major Enterprise and Special Revenue Funds:

Engineering Inspections Fund

No significant issues to discuss at this time.

Parking Fund

No significant issues to discuss at this time.

Airport Fund

No significant issues to discuss at this time.

Golf Course Fund

Three months into the new fiscal year, the Golf Fund is reporting small gains compared to the same time period in fiscal year 2013. Notable operating revenue items are ahead of FY13 in several categories; Daily Fees ahead by \$9,000, Cart Rental ahead by \$8,400, Driving Range ahead by \$1,800 and Pro-shop Sales & Rentals (new revenue) \$43,400.

Additionally, Wages and benefits are ahead of FY13 by \$47,500, Prof & Tech Services are down by \$15,900 and Cost of Goods Sold (new cost) is \$20,900.

Overall, revenues are up by \$81,300 and expenses are up \$65,000, the fund overall is ahead of FY13 by \$16,300.

Arena Fund

No significant issues to discuss at this time.

Solid Waste Fund

No significant issues to discuss at this time.

Water Fund

No significant issues to discuss at this time.

Sewer Fund

No significant issues to discuss at this time.

All departments do a great job of monitoring their individual divisions and departments. These statements, which as provided in this format on a monthly basis, will help articulate how the City is doing overall as the fiscal year progresses. Please give me a call if there are any questions or if you simply want to discuss the statements in general.

General Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
REVENUE	11 - Gen Fund									
Property Taxes		33,713,830.00	.00	33,713,830.00	.00	.00	16,607,603.50	17,106,226.50	49	18,848.12
Other Taxes		6,120,619.00	.00	6,120,619.00	407,273.89	.00	1,310,709.40	4,809,909.60	21	1,337,806.12
Franchise Fee		730,000.00	.00	730,000.00	.00	.00	187,889.99	542,110.01	26	182,097.89
Intergovernmental-Federal		120,000.00	.00	120,000.00	10,799.19	.00	30,412.66	89,587.34	25	2,188.79
Intergovernmental-State		2,810,430.00	.00	2,810,430.00	.00	.00	224,967.82	2,585,462.18	8	350,038.79
Intergovernmental-Local		678,180.00	.00	678,180.00	.00	.00	15,529.50	662,650.50	2	18,913.13
Programs, Services & Products		2,945,236.00	.00	2,945,236.00	257,146.50	.00	935,491.15	2,009,744.85	32	879,801.65
Rents, Leases & Use		288,500.00	.00	288,500.00	78,025.61	.00	113,820.26	174,679.74	39	47,812.40
Applications, Reviews & Recording Fees		75,032.00	.00	75,032.00	4,959.00	.00	41,712.50	33,315.00	56	36,683.00
Reports, Prints & Copies		38,350.00	.00	38,350.00	3,602.50	.00	7,912.50	30,437.50	21	8,569.91
Fines, Penalties & Costs		661,200.00	.00	661,200.00	38,816.32	.00	129,708.46	531,491.54	20	111,396.73
Licenses and Permits		882,715.00	.00	882,715.00	138,291.16	.00	396,530.24	486,184.76	45	172,450.63
Investment Income		50,000.00	.00	50,000.00	2,309.92	.00	8,849.50	41,150.50	18	11,641.65
Donations		1,500.00	.00	1,500.00	.00	.00	236.08	1,263.92	16	1,322.75
Miscellaneous-Other		1,755,900.00	.00	1,755,900.00	144,041.76	.00	738,274.21	1,017,625.79	42	733,834.71
Transfers-In Trust		503,970.00	.00	503,970.00	.00	.00	.00	503,970.00	0	.00
Transfers-In Other		2,055,570.00	.00	2,055,570.00	139,022.50	.00	746,167.50	1,309,402.50	36	336,597.45
Capital Contributions		23,000.00	.00	23,000.00	2,009.60	.00	3,749.60	19,250.40	16	4,888.76
Use of Fund Balance/Retained Earnings		.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		\$53,454,032.00	\$0.00	\$53,454,032.00	\$1,226,297.95	\$0.00	\$21,499,569.37	\$31,954,462.63	40%	\$4,254,892.48
EXPENSE										
Compensation		24,033,535.00	.00	24,033,535.00	1,799,572.59	.00	5,482,310.16	18,551,224.84	23	5,350,518.12
Fringe Benefits		15,619,468.00	.00	15,619,468.00	1,261,385.45	1,617,857.15	3,653,093.00	10,348,517.85	34	3,507,431.19
Outside Services		2,116,438.00	.00	2,116,438.00	215,609.86	262,996.62	572,079.01	1,281,362.37	39	491,448.98
Supplies		2,461,715.00	.00	2,461,715.00	153,751.18	428,930.16	415,477.05	1,617,307.79	34	392,222.83
Utilities		1,209,856.00	.00	1,209,856.00	44,496.28	.00	179,328.98	1,030,527.02	15	220,958.24
Insurance		472,330.00	.00	472,330.00	(692.07)	3,025.41	440,746.93	28,557.66	94	206,541.85
Capital Outlay		196,600.00	.00	196,600.00	1,773.85	2,856.12	8,366.92	185,376.96	6	7,641.55
Debt Service		4,980,300.00	.00	4,980,300.00	27,366.24	.00	1,130,213.98	3,850,086.02	23	1,200,653.32
Miscellaneous		1,065,630.00	.00	1,065,630.00	31,506.24	.00	218,231.29	847,398.71	20	211,915.28
Allocated Costs		(676,470.00)	.00	(676,470.00)	(54,947.84)	.00	(167,599.52)	(508,870.48)	25	(146,250.50)
Transfers Out		1,974,630.00	.00	1,974,630.00	105,411.67	.00	551,925.01	1,422,704.99	28	757,000.00
EXPENSE TOTALS		\$53,454,032.00	\$0.00	\$53,454,032.00	\$3,585,233.45	\$2,315,665.46	\$12,484,172.81	\$38,654,193.73	28%	\$12,200,080.86

General Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Fund	11 - Gen Fund Totals	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
		REVENUE TOTALS	53,454,032.00	.00	53,454,032.00	1,226,297.95	.00	21,499,569.37	31,954,462.63	40	4,254,892.48
		EXPENSE TOTALS	53,454,032.00	.00	53,454,032.00	3,585,233.45	2,315,665.46	12,484,172.81	38,654,193.73	28	12,200,080.86
	Fund 11 - Gen Fund Totals		\$0.00	\$0.00	\$0.00	(\$2,358,935.50)	(\$2,315,665.46)	\$9,015,396.56	(\$6,699,731.10)		(\$7,945,188.38)
		Grand Totals									
		REVENUE TOTALS	53,454,032.00	.00	53,454,032.00	1,226,297.95	.00	21,499,569.37	31,954,462.63	40	4,254,892.48
		EXPENSE TOTALS	53,454,032.00	.00	53,454,032.00	3,585,233.45	2,315,665.46	12,484,172.81	38,654,193.73	28	12,200,080.86
	Grand Totals		\$0.00	\$0.00	\$0.00	(\$2,358,935.50)	(\$2,315,665.46)	\$9,015,396.56	(\$6,699,731.10)		(\$7,945,188.38)

Engineering Inspections Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% used/	Prior Year YTD
Fund 2100 - Engineering Inspections Fund									
REVENUE									
Programs, Services & Products	165,000.00	.00	165,000.00	15,570.19	.00	26,602.69	136,397.31	16	12,607.50
Fines, Penalties & Costs	150.00	.00	150.00	54.19	.00	60.80	89.20	41	47.15
Licenses and Permits	78,000.00	.00	78,000.00	5,820.00	.00	20,470.00	57,530.00	26	17,769.00
Investment Income	500.00	.00	500.00	31.00	.00	105.00	395.00	21	152.00
REVENUE TOTALS	\$243,650.00	\$0.00	\$243,650.00	\$21,475.38	\$0.00	\$47,238.49	\$196,411.51	19%	\$30,575.65
EXPENSE									
Compensation	142,010.00	.00	142,010.00	9,770.03	.00	32,143.81	109,866.19	23	27,854.93
Fringe Benefits	92,470.00	.00	92,470.00	5,786.98	.00	20,786.79	71,683.21	22	18,966.45
Outside Services	4,490.00	.00	4,490.00	357.70	.00	1,614.63	2,875.37	36	814.55
Supplies	4,100.00	.00	4,100.00	389.23	.00	1,735.74	2,364.26	42	624.55
Insurance	.00	.00	.00	.00	.00	.00	.00	+++	317.54
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers Out	400.00	.00	400.00	33.33	.00	99.99	300.01	25	.00
EXPENSE TOTALS	\$243,470.00	\$0.00	\$243,470.00	\$16,337.27	\$0.00	\$56,380.96	\$187,089.04	23%	\$48,578.02
Fund 2100 - Engineering Inspections Fund Totals									
REVENUE TOTALS	243,650.00	.00	243,650.00	21,475.38	.00	47,238.49	196,411.51	19	30,575.65
EXPENSE TOTALS	243,470.00	.00	243,470.00	16,337.27	.00	56,380.96	187,089.04	23	48,578.02
Fund 2100 - Engineering Inspections Fund Totals	\$180.00	\$0.00	\$180.00	\$5,138.11	\$0.00	(\$9,142.47)	\$9,322.47		(\$18,002.37)
Grand Totals									
REVENUE TOTALS	243,650.00	.00	243,650.00	21,475.38	.00	47,238.49	196,411.51	19	30,575.65
EXPENSE TOTALS	243,470.00	.00	243,470.00	16,337.27	.00	56,380.96	187,089.04	23	48,578.02
Grand Totals	\$180.00	\$0.00	\$180.00	\$5,138.11	\$0.00	(\$9,142.47)	\$9,322.47		(\$18,002.37)

Parking Fund Budget by Account Class Report

Through 09/30/13
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 2200 - Parking Fund									
REVENUE									
Programs, Services & Products	835,600.00	.00	835,600.00	71,102.94	.00	183,406.17	652,193.83	22	188,878.47
Rents, Leases & Use	477,848.00	.00	477,848.00	102,209.56	.00	233,336.36	244,511.64	49	232,616.52
Fines, Penalties & Costs	360,000.00	.00	360,000.00	23,943.94	.00	83,969.47	276,030.53	23	81,635.97
Investment Income	600.00	.00	600.00	.00	.00	17.00	583.00	3	50.00
Miscellaneous-Other	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
Transfers-In Trust	132,744.00	.00	132,744.00	.00	.00	.00	132,744.00	0	.00
Transfers-In Other	227,000.00	.00	227,000.00	18,916.67	.00	56,750.01	170,249.99	25	.00
Capital Contributions	10,500.00	.00	10,500.00	.00	.00	.00	10,500.00	0	.00
REVENUE TOTALS	\$2,044,792.00	\$0.00	\$2,044,792.00	\$216,173.11	\$0.00	\$557,479.01	\$1,487,312.99	27%	\$503,180.96
EXPENSE									
Compensation	392,000.00	.00	392,000.00	26,912.98	.00	83,196.64	308,803.36	21	82,440.97
Fringe Benefits	215,770.00	.00	215,770.00	14,915.36	.00	44,451.06	171,318.94	21	39,303.56
Outside Services	219,645.00	.00	219,645.00	23,907.72	39,283.21	50,127.83	130,233.96	41	27,738.14
Supplies	44,680.00	.00	44,680.00	1,794.27	3,655.28	4,312.01	36,712.71	18	5,343.74
Utilities	53,710.00	.00	53,710.00	4,160.82	.00	7,882.34	45,827.66	15	7,383.17
Insurance	21,540.00	.00	21,540.00	.00	.00	21,370.00	170.00	99	19,822.49
Capital Outlay	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	.00
Debt Service	888,500.00	.00	888,500.00	4,993.76	.00	496,858.84	391,641.16	56	505,503.03
Miscellaneous	77,260.00	.00	77,260.00	12,219.11	.00	12,219.11	65,040.89	16	.00
Allocated Costs	5,730.00	.00	5,730.00	477.50	.00	1,432.50	4,297.50	25	1,432.50
Transfers Out	167,850.00	.00	167,850.00	18,512.50	.00	37,537.50	130,312.50	22	27,037.50
(Gain) Loss on F/A Disposals	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$2,116,685.00	\$0.00	\$2,116,685.00	\$107,894.02	\$42,938.49	\$759,387.83	\$1,314,358.68	38%	\$716,005.10
Fund 2200 - Parking Fund Totals									
REVENUE TOTALS	2,044,792.00	.00	2,044,792.00	216,173.11	.00	557,479.01	1,487,312.99	27	503,180.96
EXPENSE TOTALS	2,116,685.00	.00	2,116,685.00	107,894.02	42,938.49	759,387.83	1,314,358.68	38	716,005.10
Fund 2200 - Parking Fund Totals	(\$71,893.00)	\$0.00	(\$71,893.00)	\$108,279.09	(\$42,938.49)	(\$201,908.82)	\$172,954.31		(\$212,824.14)
Grand Totals									
REVENUE TOTALS	2,044,792.00	.00	2,044,792.00	216,173.11	.00	557,479.01	1,487,312.99	27	503,180.96
EXPENSE TOTALS	2,116,685.00	.00	2,116,685.00	107,894.02	42,938.49	759,387.83	1,314,358.68	38	716,005.10
Grand Totals	(\$71,893.00)	\$0.00	(\$71,893.00)	\$108,279.09	(\$42,938.49)	(\$201,908.82)	\$172,954.31		(\$212,824.14)

Airport Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 2300 - Airport Fund									
REVENUE									
Intergovernmental-State	2,400.00	.00	2,400.00	.00	.00	.00	2,400.00	0	.00
Programs, Services & Products	12,250.00	.00	12,250.00	.00	.00	1,668.31	10,581.69	14	2,212.70
Rents, Leases & Use	368,024.00	.00	368,024.00	11,666.22	.00	87,812.04	280,211.96	24	149,035.75
Fines, Penalties & Costs	.00	.00	.00	.00	.00	.00	.00	+++	.00
Investment Income	1,400.00	.00	1,400.00	47.00	.00	165.00	1,235.00	12	236.00
Miscellaneous-Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers-In Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
Use of Fund Balance/Retained Earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$384,074.00	\$0.00	\$384,074.00	\$11,713.22	\$0.00	\$89,645.35	\$294,428.65	23%	\$151,484.45
EXPENSE									
Compensation	62,200.00	.00	62,200.00	6,533.52	.00	16,983.37	45,216.63	27	11,475.67
Fringe Benefits	44,120.00	.00	44,120.00	4,083.84	.00	12,243.33	31,876.67	28	8,590.14
Outside Services	83,394.00	.00	83,394.00	5,398.73	33,076.70	16,588.96	33,728.34	60	18,702.28
Supplies	44,405.00	.00	44,405.00	1,308.44	1,092.54	3,033.98	40,278.48	9	688.06
Utilities	21,952.00	.00	21,952.00	273.76	.00	2,479.03	19,472.97	11	2,991.81
Insurance	7,670.00	.00	7,670.00	.00	.00	5,140.00	2,530.00	67	4,400.74
Debt Service	10,260.00	.00	10,260.00	293.75	.00	1,721.47	8,538.53	17	682.50
Miscellaneous	36,665.00	.00	36,665.00	9,498.21	.00	9,498.21	27,166.79	26	10,867.08
Allocated Costs	5,520.00	.00	5,520.00	460.00	.00	1,380.00	4,140.00	25	1,380.00
Transfers Out	95,156.00	.00	95,156.00	(11,513.33)	.00	58,226.01	36,929.99	61	32,028.99
EXPENSE TOTALS	\$411,342.00	\$0.00	\$411,342.00	\$16,336.92	\$34,169.24	\$127,294.36	\$249,878.40	39%	\$91,807.27
Fund 2300 - Airport Fund Totals									
REVENUE TOTALS	384,074.00	.00	384,074.00	11,713.22	.00	89,645.35	294,428.65	23	151,484.45
EXPENSE TOTALS	411,342.00	.00	411,342.00	16,336.92	34,169.24	127,294.36	249,878.40	39	91,807.27
Fund 2300 - Airport Fund Totals	(\$27,268.00)	\$0.00	(\$27,268.00)	(\$4,623.70)	(\$34,169.24)	(\$37,649.01)	\$44,550.25		\$59,677.18
Grand Totals									
REVENUE TOTALS	384,074.00	.00	384,074.00	11,713.22	.00	89,645.35	294,428.65	23	151,484.45
EXPENSE TOTALS	411,342.00	.00	411,342.00	16,336.92	34,169.24	127,294.36	249,878.40	39	91,807.27
Grand Totals	(\$27,268.00)	\$0.00	(\$27,268.00)	(\$4,623.70)	(\$34,169.24)	(\$37,649.01)	\$44,550.25		\$59,677.18

CD Conservation Fund Budget by Account Class Report

Through 09/30/13
Prior Fiscal Year Activity Included

Account Classification	Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - YTD Transactions	% used/	Prior Year YTD
REVENUE	2400 - CD Con Prop Mgmt Fund									
Rents, Leases & Use		64,510.00	.00	64,510.00	.00	.00	9,399.14	55,110.86	15	9,118.78
Miscellaneous-Other		.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers-In Trust		6,990.00	.00	6,990.00	6,990.00	.00	6,990.00	.00	100	.00
Use of Fund Balance/Retained Earnings		23,300.00	.00	23,300.00	.00	.00	.00	23,300.00	0	.00
REVENUE TOTALS		\$94,800.00	\$0.00	\$94,800.00	\$6,990.00	\$0.00	\$16,389.14	\$78,410.86	17%	\$9,118.78
EXPENSE										
Compensation		.00	3,250.00	3,250.00	360.00	.00	840.00	2,410.00	26	.00
Fringe Benefits		.00	250.00	250.00	31.38	.00	73.21	176.79	29	.00
Outside Services		48,500.00	(3,500.00)	45,000.00	3,000.00	2,200.00	3,000.00	39,800.00	12	7,521.18
Supplies		23,000.00	.00	23,000.00	.00	.00	.00	23,000.00	0	1,872.50
Debt Service		.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers Out		23,300.00	.00	23,300.00	1,941.67	.00	5,825.01	17,474.99	25	19,562.49
EXPENSE TOTALS		\$94,800.00	\$0.00	\$94,800.00	\$5,333.05	\$2,200.00	\$9,738.22	\$82,861.78	13%	\$28,956.17
Fund 2400 - CD Con Prop Mgmt Fund Totals										
REVENUE TOTALS		94,800.00	.00	94,800.00	6,990.00	.00	16,389.14	78,410.86	17	9,118.78
EXPENSE TOTALS		94,800.00	.00	94,800.00	5,333.05	2,200.00	9,738.22	82,861.78	13	28,956.17
Fund 2400 - CD Con Prop Mgmt Fund Totals		\$0.00	\$0.00	\$0.00	\$1,656.95	(\$2,200.00)	\$6,650.92	(\$4,550.92)		(\$19,837.39)
Grand Totals										
REVENUE TOTALS		94,800.00	.00	94,800.00	6,990.00	.00	16,389.14	78,410.86	17	9,118.78
EXPENSE TOTALS		94,800.00	.00	94,800.00	5,333.05	2,200.00	9,738.22	82,861.78	13	28,956.17
Grand Totals		\$0.00	\$0.00	\$0.00	\$1,656.95	(\$2,200.00)	\$6,650.92	(\$4,550.92)		(\$19,837.39)

Housing Revolving Loan Fund Budget by Account Class Report

Through 09/30/13
Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% used/	Prior Year YTD
Fund 2701 - Housing Revolv Loan Fd Cons-2008									
REVENUE									
Programs, Services & Products	.00	.00	.00	10,070.10	.00	29,979.55	(29,979.55)	+++	38,702.47
Investment Income	.00	.00	.00	44.00	.00	139.00	(139.00)	+++	136.00
Miscellaneous-Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
Misc-Miscellaneous (Non-lapsing)	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$10,114.10	\$0.00	\$30,118.55	(\$30,118.55)	+++	\$38,838.47
EXPENSE									
Compensation	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fringe Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Outside Services	5,550.00	.00	5,550.00	.00	247.62	227.38	5,075.00	9	.00
Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
Insurance	.00	.00	.00	.00	.00	.00	.00	+++	.00
Miscellaneous (Non-lapsing)	.00	.00	.00	.00	.00	.00	.00	+++	24,324.83
EXPENSE TOTALS	\$6,050.00	\$0.00	\$6,050.00	\$0.00	\$247.62	\$227.38	\$5,575.00	8%	\$24,324.83
Fund 2701 - Housing Revolv Loan Fd Cons-2008 Totals									
REVENUE TOTALS	.00	.00	.00	10,114.10	.00	30,118.55	(30,118.55)	+++	38,838.47
EXPENSE TOTALS	6,050.00	.00	6,050.00	.00	247.62	227.38	5,575.00	8	24,324.83
Fund 2701 - Housing Revolv Loan Fd Cons-2008 Totals	(\$6,050.00)	\$0.00	(\$6,050.00)	\$10,114.10	(\$247.62)	\$29,891.17	(\$35,693.55)		\$14,513.64
Grand Totals									
REVENUE TOTALS	.00	.00	.00	10,114.10	.00	30,118.55	(30,118.55)	+++	38,838.47
EXPENSE TOTALS	6,050.00	.00	6,050.00	.00	247.62	227.38	5,575.00	8	24,324.83
Grand Totals	(\$6,050.00)	\$0.00	(\$6,050.00)	\$10,114.10	(\$247.62)	\$29,891.17	(\$35,693.55)		\$14,513.64

NEOCTIF District Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - YTD Transactions	% used/	Prior Year YTD
Fund 4100 - NEOCTIF District Fund									
REVENUE									
Property Taxes	685,130.00	.00	685,130.00	.00	.00	.00	685,130.00	0	.00
Investment Income	800.00	.00	800.00	119.00	.00	272.00	528.00	34	207.00
Miscellaneous-Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
Use of Fund Balance/Retained Earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$685,930.00	\$0.00	\$685,930.00	\$119.00	\$0.00	\$272.00	\$685,658.00	0%	\$207.00
EXPENSE									
Outside Services	14,400.00	.00	14,400.00	.00	.00	.00	14,400.00	0	.00
Debt Service	376,170.00	.00	376,170.00	3,962.50	.00	3,962.50	372,207.50	1	5,348.50
Miscellaneous	.00	.00	.00	.00	.00	.00	(15,935.88)	+++	.00
Transfers Out	125,850.00	.00	125,850.00	10,487.50	.00	31,462.50	94,387.50	25	22,460.01
EXPENSE TOTALS	\$516,420.00	\$0.00	\$516,420.00	\$14,450.00	\$0.00	\$51,360.88	\$465,059.12	10%	\$27,808.51
Fund 4100 - NEOCTIF District Fund Totals									
REVENUE TOTALS	685,930.00	.00	685,930.00	119.00	.00	272.00	685,658.00	0	207.00
EXPENSE TOTALS	516,420.00	.00	516,420.00	14,450.00	.00	51,360.88	465,059.12	10	27,808.51
Fund 4100 - NEOCTIF District Fund Totals	\$169,510.00	\$0.00	\$169,510.00	(\$14,331.00)	\$0.00	(\$51,088.88)	\$220,598.88		(\$27,601.51)
Grand Totals									
REVENUE TOTALS	685,930.00	.00	685,930.00	119.00	.00	272.00	685,658.00	0	207.00
EXPENSE TOTALS	516,420.00	.00	516,420.00	14,450.00	.00	51,360.88	465,059.12	10	27,808.51
Grand Totals	\$169,510.00	\$0.00	\$169,510.00	(\$14,331.00)	\$0.00	(\$51,088.88)	\$220,598.88		(\$27,601.51)

Sears Block TIF Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% used/ Rec'd	Prior Year YTD
Fund 4200 - Sears Block TIF District Fund									
REVENUE									
Property Taxes	709,780.00	.00	709,780.00	.00	.00	.00	709,780.00	0	.00
Investment Income	200.00	.00	200.00	26.00	.00	107.00	93.00	54	39.00
Use of Fund Balance/Retained Earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$709,980.00	\$0.00	\$709,980.00	\$26.00	\$0.00	\$107.00	\$709,873.00	0%	\$39.00
EXPENSE									
Transfers Out Non-Lapsing	.00	.00	.00	.00	.00	.00	.00	+++	.00
Outside Services	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0	.00
Debt Service	241,690.00	.00	241,690.00	.00	.00	199,531.99	42,158.01	83	211,751.14
Transfers Out	514,430.00	.00	514,430.00	42,869.17	.00	128,607.51	385,822.49	25	.00
EXPENSE TOTALS	\$764,620.00	\$0.00	\$764,620.00	\$42,869.17	\$0.00	\$328,139.50	\$436,480.50	43%	\$211,751.14
Fund 4200 - Sears Block TIF District Fund Totals									
REVENUE TOTALS	709,980.00	.00	709,980.00	26.00	.00	107.00	709,873.00	0	39.00
EXPENSE TOTALS	764,620.00	.00	764,620.00	42,869.17	.00	328,139.50	436,480.50	43	211,751.14
Fund 4200 - Sears Block TIF District Fund Totals	(\$54,640.00)	\$0.00	(\$54,640.00)	(\$42,843.17)	\$0.00	(\$328,032.50)	\$273,392.50		(\$211,712.14)
Grand Totals									
REVENUE TOTALS	709,980.00	.00	709,980.00	26.00	.00	107.00	709,873.00	0	39.00
EXPENSE TOTALS	764,620.00	.00	764,620.00	42,869.17	.00	328,139.50	436,480.50	43	211,751.14
Grand Totals	(\$54,640.00)	\$0.00	(\$54,640.00)	(\$42,843.17)	\$0.00	(\$328,032.50)	\$273,392.50		(\$211,712.14)

Penacook Village TIF Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% used/	Prior Year YTD
Fund 4300 - Penacook Village TIF									
REVENUE									
Property Taxes	55,800.00	.00	55,800.00	.00	.00	.00	55,800.00	0	.00
Investment Income	30.00	.00	30.00	6.00	.00	19.00	11.00	63	9.00
Miscellaneous-Other	.00	.00	.00	825.00	.00	825.00	(825.00)	+++	.00
Transfers-In Trust	.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers-In Other	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$55,830.00	\$0.00	\$55,830.00	\$831.00	\$0.00	\$844.00	\$54,986.00	2%	\$9.00
EXPENSE									
Compensation	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fringe Benefits	.00	.00	.00	.00	.00	.00	.00	+++	.00
Outside Services	5,250.00	.00	5,250.00	.00	.00	.00	5,250.00	0	.00
Supplies	.00	.00	.00	.00	.00	.00	.00	+++	.00
Insurance	.00	.00	.00	.00	.00	.00	.00	+++	.00
Capital Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	21,270.00	.00	21,270.00	.00	.00	.00	3,135.50	15	3,212.49
Transfers Out	1,180.00	.00	1,180.00	98.33	.00	294.99	885.01	25	.00
EXPENSE TOTALS	\$27,700.00	\$0.00	\$27,700.00	\$98.33	\$0.00	\$3,430.49	\$24,269.51	12%	\$3,212.49
Fund 4300 - Penacook Village TIF Totals									
REVENUE TOTALS	55,830.00	.00	55,830.00	831.00	.00	844.00	54,986.00	2	9.00
EXPENSE TOTALS	27,700.00	.00	27,700.00	98.33	.00	3,430.49	24,269.51	12	3,212.49
Fund 4300 - Penacook Village TIF Totals	\$28,130.00	\$0.00	\$28,130.00	\$732.67	\$0.00	(\$2,586.49)	\$30,716.49		(\$3,203.49)
Grand Totals									
REVENUE TOTALS	55,830.00	.00	55,830.00	831.00	.00	844.00	54,986.00	2	9.00
EXPENSE TOTALS	27,700.00	.00	27,700.00	98.33	.00	3,430.49	24,269.51	12	3,212.49
Grand Totals	\$28,130.00	\$0.00	\$28,130.00	\$732.67	\$0.00	(\$2,586.49)	\$30,716.49		(\$3,203.49)

Golf Course Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 7300 - Golf Course Fund									
REVENUE									
Programs, Services & Products	880,110.00	.00	880,110.00	100,882.22	.00	331,237.49	548,872.51	38	258,064.50
Rents, Leases & Use	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fines, Penalties & Costs	.00	.00	.00	.00	.00	.00	.00	+++	.00
Investment Income	280.00	.00	280.00	2.00	.00	23.00	257.00	8	34.00
Miscellaneous-Other	38,000.00	.00	38,000.00	11,925.65	.00	24,413.90	13,586.10	64	23,455.51
Other Financing Sources	.00	.00	.00	7.51	.00	(142.17)	142.17	+++	.00
Transfers-In Other	29,100.00	.00	29,100.00	2,425.00	.00	7,275.00	21,825.00	25	.00
REVENUE TOTALS	\$947,490.00	\$0.00	\$947,490.00	\$115,243.38	\$0.00	\$362,807.22	\$584,682.78	38%	\$281,554.01
EXPENSE									
Compensation	336,570.00	.00	336,570.00	41,238.92	.00	119,662.01	216,907.99	36	72,598.06
Fringe Benefits	136,400.00	.00	136,400.00	9,577.01	.00	31,100.79	105,299.21	23	30,646.97
Outside Services	85,750.00	.00	85,750.00	13,902.92	11,515.66	40,868.37	33,365.97	61	48,477.48
Supplies	208,840.00	.00	208,840.00	7,445.10	5,357.71	68,374.72	135,107.57	35	44,333.17
Utilities	35,770.00	.00	35,770.00	4,018.49	.00	8,186.33	27,583.67	23	10,379.20
Insurance	4,060.00	.00	4,060.00	.00	.00	3,940.00	120.00	97	3,057.64
Debt Service	56,560.00	.00	56,560.00	.00	.00	4,464.36	52,095.64	8	3,500.00
Miscellaneous	.00	.00	.00	199.50	.01	1,359.50	(1,359.51)	+++	.00
Allocated Costs	.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers Out	77,950.00	.00	77,950.00	6,245.83	.00	21,737.49	56,212.51	28	21,737.49
(Gain) Loss on Refunding	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$941,900.00	\$0.00	\$941,900.00	\$82,627.77	\$16,873.38	\$299,693.57	\$625,333.05	34%	\$234,730.01
Fund 7300 - Golf Course Fund Totals									
REVENUE TOTALS	947,490.00	.00	947,490.00	115,243.38	.00	362,807.22	584,682.78	38	281,554.01
EXPENSE TOTALS	941,900.00	.00	941,900.00	82,627.77	16,873.38	299,693.57	625,333.05	34	234,730.01
Fund 7300 - Golf Course Fund Totals	\$5,590.00	\$0.00	\$5,590.00	\$32,615.61	(\$16,873.38)	\$63,113.65	(\$40,650.27)		\$46,824.00
Grand Totals									
REVENUE TOTALS	947,490.00	.00	947,490.00	115,243.38	.00	362,807.22	584,682.78	38	281,554.01
EXPENSE TOTALS	941,900.00	.00	941,900.00	82,627.77	16,873.38	299,693.57	625,333.05	34	234,730.01
Grand Totals	\$5,590.00	\$0.00	\$5,590.00	\$32,615.61	(\$16,873.38)	\$63,113.65	(\$40,650.27)		\$46,824.00

Arena Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% used/ Rec'd	Prior Year YTD
Fund 7400 - Arena Fund										
REVENUE										
Intergovernmental-Federal		.00	.00	.00	.00	.00	.00	.00	+++	.00
Programs, Services & Products		20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	600.00
Rents, Leases & Use		517,540.00	.00	517,540.00	7,901.75	.00	35,804.75	481,735.25	7	40,665.44
Fines, Penalties & Costs		250.00	.00	250.00	43.18	.00	236.43	13.57	95	251.10
Investment Income		390.00	.00	390.00	16.00	.00	63.00	327.00	16	100.00
Miscellaneous-Other		.00	50,000.00	50,000.00	347.25	.00	347.25	49,652.75	1	310.90
Transfers-In Trust		.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers-In Other		16,710.00	.00	16,710.00	1,392.50	.00	4,177.50	12,532.50	25	.00
Capital Contributions		.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS		\$554,890.00	\$50,000.00	\$604,890.00	\$9,700.68	\$0.00	\$40,628.93	\$564,261.07	7%	\$41,927.44
EXPENSE										
Compensation		159,040.00	16,950.00	175,990.00	13,915.88	.00	31,427.55	144,562.45	18	35,290.46
Fringe Benefits		87,030.00	1,850.00	88,880.00	8,773.87	.00	21,888.68	66,991.32	25	22,785.99
Outside Services		29,390.00	.00	29,390.00	627.60	5,156.50	3,108.09	21,125.41	28	4,373.18
Supplies		19,230.00	20,350.00	39,580.00	2,244.41	2,279.99	9,944.14	27,355.87	31	5,047.32
Utilities		80,018.00	.00	80,018.00	1,823.66	.00	3,623.82	76,394.18	5	2,620.58
Insurance		7,030.00	.00	7,030.00	.00	.00	5,160.00	1,870.00	73	5,635.23
Capital Outlay		.00	3,350.00	3,350.00	209.10	.00	209.10	3,140.90	6	3,897.50
Capital Outlay (Non-lapsing)		.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service		95,320.00	.00	95,320.00	881.25	.00	8,608.86	86,711.14	9	7,478.70
Allocated Costs		12,870.00	.00	12,870.00	1,072.50	.00	3,217.50	9,652.50	25	3,217.50
Transfers Out		142,260.00	.00	142,260.00	3,563.33	.00	110,189.99	32,070.01	77	10,999.99
(Gain) Loss on Refunding		.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS		\$632,188.00	\$42,500.00	\$674,688.00	\$33,111.60	\$7,436.49	\$197,377.73	\$469,873.78	30%	\$101,346.45
Fund 7400 - Arena Fund Totals										
REVENUE TOTALS		554,890.00	50,000.00	604,890.00	9,700.68	.00	40,628.93	564,261.07	7	41,927.44
EXPENSE TOTALS		632,188.00	42,500.00	674,688.00	33,111.60	7,436.49	197,377.73	469,873.78	30	101,346.45
Fund 7400 - Arena Fund Totals		(\$77,298.00)	\$7,500.00	(\$69,798.00)	(\$23,410.92)	(\$7,436.49)	(\$156,748.80)	\$94,387.29		(\$59,419.01)
Grand Totals										
REVENUE TOTALS		554,890.00	50,000.00	604,890.00	9,700.68	.00	40,628.93	564,261.07	7	41,927.44
EXPENSE TOTALS		632,188.00	42,500.00	674,688.00	33,111.60	7,436.49	197,377.73	469,873.78	30	101,346.45
Grand Totals		(\$77,298.00)	\$7,500.00	(\$69,798.00)	(\$23,410.92)	(\$7,436.49)	(\$156,748.80)	\$94,387.29		(\$59,419.01)

Solid Waste Fund Budget by Account Class

Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 7700 - Solid Waste Fund										
REVENUE										
Intergovernmental-State		.00	.00	.00	.00	.00	.00	.00	+++	.00
Intergovernmental-Local		60,580.00	.00	60,580.00	4,334.40	.00	9,433.55	51,146.45	16	15,144.99
Programs, Services & Products		2,842,554.00	.00	2,842,554.00	236,714.66	.00	542,715.39	2,299,838.61	19	533,425.41
Fines, Penalties & Costs		400.00	.00	400.00	59.11	.00	197.77	202.23	49	325.98
Licenses and Permits		700.00	.00	700.00	200.00	.00	500.00	200.00	71	300.00
Miscellaneous-Other		.00	.00	.00	120.00	.00	130.00	(130.00)	+++	200.00
Transfers-In Trust		13,800.00	.00	13,800.00	13,800.00	.00	13,800.00	.00	100	13,800.00
Transfers-In Other		1,219,130.00	.00	1,219,130.00	101,594.17	.00	304,782.51	914,347.49	25	352,500.00
REVENUE TOTALS		\$4,137,164.00	\$0.00	\$4,137,164.00	\$356,822.34	\$0.00	\$871,559.22	\$3,265,604.78	21%	\$915,696.38
EXPENSE										
Compensation		155,330.00	.00	155,330.00	3,096.47	.00	11,646.19	143,683.81	7	18,372.12
Fringe Benefits		119,840.00	.00	119,840.00	2,193.12	.00	8,758.97	111,081.03	7	14,241.83
Outside Services		4,157,159.00	.00	4,157,159.00	329,357.60	3,269,592.43	675,444.93	212,121.64	95	665,215.36
Supplies		.00	.00	.00	.00	.00	.00	.00	+++	.00
Utilities		6,700.00	.00	6,700.00	.00	.00	1,010.79	5,689.21	15	1,623.37
Insurance		140.00	.00	140.00	.00	.00	140.00	.00	100	339.44
Capital Outlay		.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service		41,710.00	.00	41,710.00	.00	.00	5,580.13	36,129.87	13	2,815.51
Allocated Costs		3,600.00	.00	3,600.00	300.00	.00	900.00	2,700.00	25	900.00
Transfers Out		.00	.00	.00	.00	.00	.00	.00	+++	20,000.00
EXPENSE TOTALS		\$4,484,479.00	\$0.00	\$4,484,479.00	\$334,947.19	\$3,269,592.43	\$703,481.01	\$511,405.56	89%	\$723,507.63
Fund 7700 - Solid Waste Fund Totals										
REVENUE TOTALS		4,137,164.00	.00	4,137,164.00	356,822.34	.00	871,559.22	3,265,604.78	21	915,696.38
EXPENSE TOTALS		4,484,479.00	.00	4,484,479.00	334,947.19	3,269,592.43	703,481.01	511,405.56	89	723,507.63
Fund 7700 - Solid Waste Fund Totals		(\$347,315.00)	\$0.00	(\$347,315.00)	\$21,875.15	(\$3,269,592.43)	\$168,078.21	\$2,754,199.22		\$192,188.75
Grand Totals										
REVENUE TOTALS		4,137,164.00	.00	4,137,164.00	356,822.34	.00	871,559.22	3,265,604.78	21	915,696.38
EXPENSE TOTALS		4,484,479.00	.00	4,484,479.00	334,947.19	3,269,592.43	703,481.01	511,405.56	89	723,507.63
Grand Totals		(\$347,315.00)	\$0.00	(\$347,315.00)	\$21,875.15	(\$3,269,592.43)	\$168,078.21	\$2,754,199.22		\$192,188.75

Water Fund Budget by Account Class Report

Through 09/30/13

Prior Fiscal Year Activity Included

Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 7800 - Water Fund									
REVENUE									
Intergovernmental-State	.00	.00	.00	.00	.00	.00	.00	+++	.00
Programs, Services & Products	5,440,400.00	.00	5,440,400.00	514,867.79	.00	1,537,777.16	3,902,622.84	28	1,593,517.79
Fines, Penalties & Costs	24,750.00	.00	24,750.00	1,757.64	.00	6,965.06	17,784.94	28	6,230.33
Investment Income	7,000.00	.00	7,000.00	412.00	.00	1,443.00	5,557.00	21	1,321.00
Miscellaneous-Other	53,790.00	.00	53,790.00	4,105.36	.00	13,117.21	40,672.79	24	15,116.55
Capital Contributions	15,000.00	.00	15,000.00	3,053.00	.00	8,465.00	6,535.00	56	4,163.00
Use of Fund Balance/Retained Earnings	.00	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$5,540,940.00	\$0.00	\$5,540,940.00	\$524,195.79	\$0.00	\$1,567,767.43	\$3,973,172.57	28%	\$1,620,348.67
EXPENSE									
Compensation	940,980.00	.00	940,980.00	71,357.33	.00	229,674.86	711,305.14	24	208,353.33
Fringe Benefits	813,305.00	.00	813,305.00	61,941.60	.00	194,044.35	554,089.77	32	183,771.94
Outside Services	151,170.00	.00	151,170.00	17,329.77	.00	26,687.29	114,021.74	25	29,838.86
Supplies	437,100.00	.00	437,100.00	46,490.03	.00	109,353.31	202,078.39	54	89,587.08
Utilities	242,022.00	.00	242,022.00	15,628.51	.00	32,089.22	206,553.73	15	57,039.67
Insurance	38,830.00	.00	38,830.00	.00	.00	38,290.00	540.00	99	33,935.12
Capital Outlay	104,201.00	.00	104,201.00	367.38	.00	20,191.12	82,865.39	20	19,344.01
Capital Outlay (Non-lapsing)	.00	.00	.00	.00	.00	.00	.00	+++	.00
Debt Service	2,215,370.00	.00	2,215,370.00	28,249.38	.00	610,992.26	1,604,377.74	28	574,617.63
Miscellaneous	28,750.00	.00	28,750.00	1,378.00	.00	5,057.00	23,693.00	18	2,522.00
Allocated Costs	330,110.00	.00	330,110.00	27,509.17	.00	82,527.51	247,582.49	25	69,272.49
Transfers Out	715,710.00	.00	715,710.00	36,809.17	.00	249,427.51	466,282.49	35	268,124.99
(Gain) Loss on Refunding	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$6,017,548.00	\$0.00	\$6,017,548.00	\$307,060.34	\$205,823.69	\$1,598,334.43	\$4,213,389.88	30%	\$1,536,407.12
Fund 7800 - Water Fund Totals									
REVENUE TOTALS	5,540,940.00	.00	5,540,940.00	524,195.79	.00	1,567,767.43	3,973,172.57	28	1,620,348.67
EXPENSE TOTALS	6,017,548.00	.00	6,017,548.00	307,060.34	205,823.69	1,598,334.43	4,213,389.88	30	1,536,407.12
Fund 7800 - Water Fund Totals	(\$476,608.00)	\$0.00	(\$476,608.00)	\$217,135.45	(\$205,823.69)	(\$30,567.00)	(\$240,217.31)		\$83,941.55
Grand Totals									
REVENUE TOTALS	5,540,940.00	.00	5,540,940.00	524,195.79	.00	1,567,767.43	3,973,172.57	28	1,620,348.67
EXPENSE TOTALS	6,017,548.00	.00	6,017,548.00	307,060.34	205,823.69	1,598,334.43	4,213,389.88	30	1,536,407.12
Grand Totals	(\$476,608.00)	\$0.00	(\$476,608.00)	\$217,135.45	(\$205,823.69)	(\$30,567.00)	(\$240,217.31)		\$83,941.55

Wastewater Fund Budget by Account Class

Report

Through 09/30/13

Prior Fiscal Year Activity Included

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - YTD % used/	Prior Year YTD
Fund 7900 - WW Fd								
REVENUE								
Intergovernmental-Federal	.00	.00	.00	.00	.00	.00	.00	.00
Intergovernmental-State	197,450.00	.00	197,450.00	.00	.00	470.24	196,979.76	.00
Programs, Services & Products	6,774,320.00	.00	6,774,320.00	620,692.37	.00	1,994,777.39	4,779,542.61	1,980,815.16
Fines, Penalties & Costs	24,200.00	.00	24,200.00	2,043.92	.00	8,388.99	15,811.01	6,798.85
Licenses and Permits	1,100.00	.00	1,100.00	.00	.00	.00	1,100.00	310.00
Investment Income	6,000.00	.00	6,000.00	285.00	.00	1,084.00	4,916.00	1,267.00
Miscellaneous-Other	53,790.00	.00	53,790.00	4,075.36	.00	13,098.42	40,691.58	19,561.02
Transfers-In Trust	.00	.00	.00	.00	.00	.00	.00	.00
Transfers-In Other	.00	.00	.00	.00	.00	.00	.00	.00
Capital Contributions	40,000.00	.00	40,000.00	3,044.00	.00	18,113.84	21,886.16	1,789.00
REVENUE TOTALS	\$7,096,860.00	\$0.00	\$7,096,860.00	\$630,140.65	\$0.00	\$2,035,932.88	\$5,060,927.12	\$2,010,541.03
EXPENSE								
Compensation	1,175,840.00	.00	1,175,840.00	83,075.77	.00	244,876.77	930,963.23	247,477.50
Fringe Benefits	997,675.00	.00	997,675.00	71,072.69	65,170.89	216,462.44	716,041.67	211,695.97
Outside Services	480,721.00	.00	480,721.00	31,947.13	210,664.25	74,912.40	195,144.35	73,104.46
Supplies	470,692.00	.00	470,692.00	31,180.06	214,481.10	109,119.92	147,090.98	101,811.44
Utilities	569,180.00	.00	569,180.00	9,761.14	.00	48,265.94	520,914.06	88,195.98
Insurance	58,380.00	.00	58,380.00	.00	.00	57,888.00	492.00	45,744.35
Capital Outlay	51,500.00	.00	51,500.00	.00	.00	.00	51,500.00	15,697.04
Capital Outlay (Non-lapsing)	.00	.00	.00	.00	.00	.00	.00	.00
Debt Service	2,632,300.00	.00	2,632,300.00	26,145.00	.00	700,160.73	1,932,139.27	422,621.31
Miscellaneous	19,930.00	.00	19,930.00	650.00	.00	3,614.00	16,316.00	2,444.00
Allocated Costs	248,360.00	.00	248,360.00	20,696.67	.00	62,090.01	186,269.99	59,030.01
Transfers Out	770,840.00	.00	770,840.00	45,336.67	.00	267,810.01	503,029.99	217,699.99
(Gain) Loss on Refunding	.00	.00	.00	.00	.00	.00	.00	.00
EXPENSE TOTALS	\$7,475,418.00	\$0.00	\$7,475,418.00	\$319,865.13	\$490,316.24	\$1,785,200.22	\$5,199,901.54	\$1,485,522.05
Fund 7900 - WW Fd Totals								
REVENUE TOTALS	7,096,860.00	.00	7,096,860.00	630,140.65	.00	2,035,932.88	5,060,927.12	2,010,541.03
EXPENSE TOTALS	7,475,418.00	.00	7,475,418.00	319,865.13	490,316.24	1,785,200.22	5,199,901.54	1,485,522.05
Fund 7900 - WW Fd Totals	(\$378,558.00)	\$0.00	(\$378,558.00)	\$310,275.52	(\$490,316.24)	\$250,732.66	(\$138,974.42)	\$525,018.98
Grand Totals								
REVENUE TOTALS	7,096,860.00	.00	7,096,860.00	630,140.65	.00	2,035,932.88	5,060,927.12	2,010,541.03
EXPENSE TOTALS	7,475,418.00	.00	7,475,418.00	319,865.13	490,316.24	1,785,200.22	5,199,901.54	1,485,522.05
Grand Totals	(\$378,558.00)	\$0.00	(\$378,558.00)	\$310,275.52	(\$490,316.24)	\$250,732.66	(\$138,974.42)	\$525,018.98

Trust Fund Budget by Account Class Report

Through 09/30/13
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year YTD
Fund 9100 - Trust Fund									
REVENUE									
Investment Income	.00	.00	.00	460,054.97	.00	602,926.02	(602,926.02)	+++	568,530.02
Transfers-In Trust	.00	.00	.00	.00	.00	.00	.00	+++	.00
Transfers-In Other	.00	.00	.00	10,500.00	.00	10,500.00	(10,500.00)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$470,554.97	\$0.00	\$613,426.02	(\$613,426.02)	+++	\$568,530.02
EXPENSE									
Transfers Out Non-Lapsing	.00	.00	.00	230,790.00	.00	230,790.00	(230,790.00)	+++	333,800.00
Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$230,790.00	\$0.00	\$230,790.00	(\$230,790.00)	+++	\$333,800.00
Fund 9100 - Trust Fund Totals	.00	.00	.00	470,554.97	.00	613,426.02	(613,426.02)	+++	568,530.02
REVENUE TOTALS	.00	.00	.00	230,790.00	.00	230,790.00	(230,790.00)	+++	333,800.00
EXPENSE TOTALS	.00	.00	.00	\$239,764.97	\$0.00	\$382,636.02	(\$382,636.02)	+++	\$234,730.02
Grand Totals	.00	.00	.00	470,554.97	.00	613,426.02	(613,426.02)	+++	568,530.02
REVENUE TOTALS	.00	.00	.00	230,790.00	.00	230,790.00	(230,790.00)	+++	333,800.00
EXPENSE TOTALS	.00	.00	.00	\$239,764.97	\$0.00	\$382,636.02	(\$382,636.02)	+++	\$234,730.02

11-26



CITY OF CONCORD

TJA

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Earle M. Chesley, P.E., General Services Director
DATE: October 29, 2013
SUBJECT: Pay As You Throw Semi-Annual Status Report

Recommendation

Accept this report relative to the Semi Annual (Fiscal Year 2014) of solid waste and recycling collection operations with Pay As You Throw.

Background

With the implementation of the Fiscal Year 2010 budget, the City adopted a user fee system, often called Pay As You Throw, to support the increasing costs of solid waste collection and disposal. Residents who receive curbside service (approximately seventy five percent of Concord's households) are required to place their solid waste in a City authorized trash bag. Multifamily properties manage their solid waste and recycling with large containers, and are invoiced monthly based upon the number and size of solid waste containers used at their property. Prior to the adoption of Pay As You Throw, multifamily properties did not receive recycling services from the City.

This report presents an overview of the six month period from April, 2013, through September 2013.

Discussion

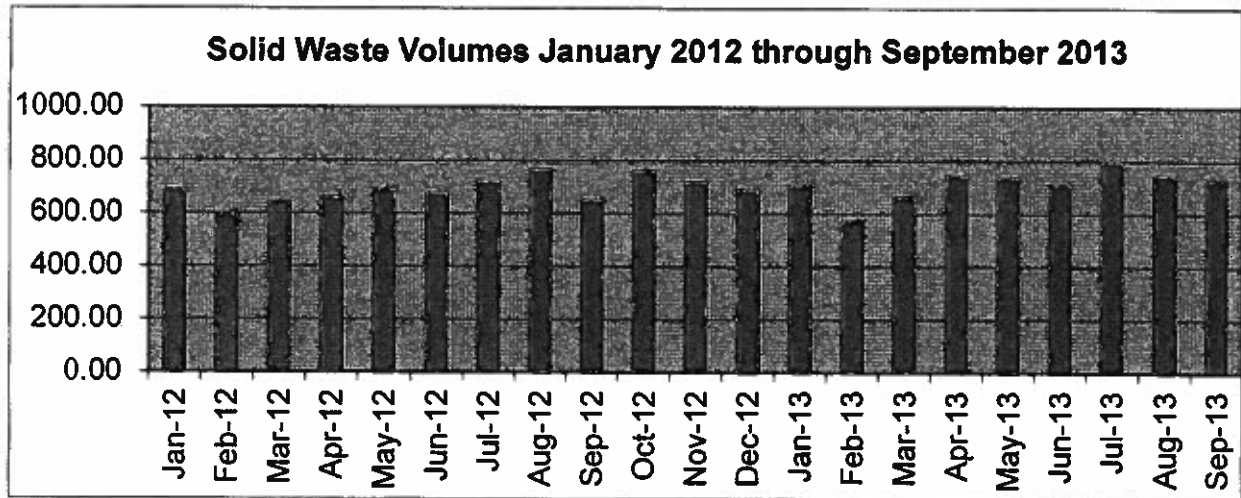
Participation

Participation is defined as the number of properties that complied with the requirements of the program.

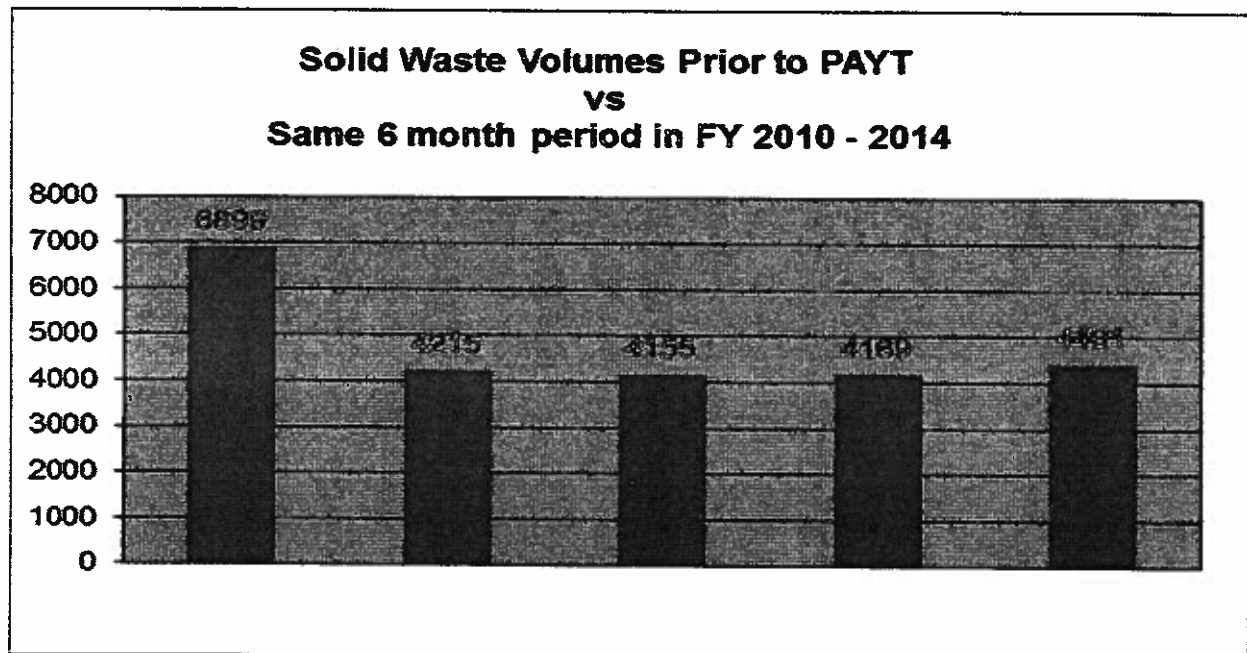
Residents continue to fully participate in the program.

Solid Waste Volumes

The City has the solid waste collection vehicles weighed at the Penacook Waste to Energy Facility as part of its normal business practices and maintains records of monthly solid waste volumes. Solid waste volumes vary throughout the year based upon seasonal demands and long term solid waste disposal trends will mirror local economic conditions. Residential solid waste disposal volumes since January 2012 are shown below.

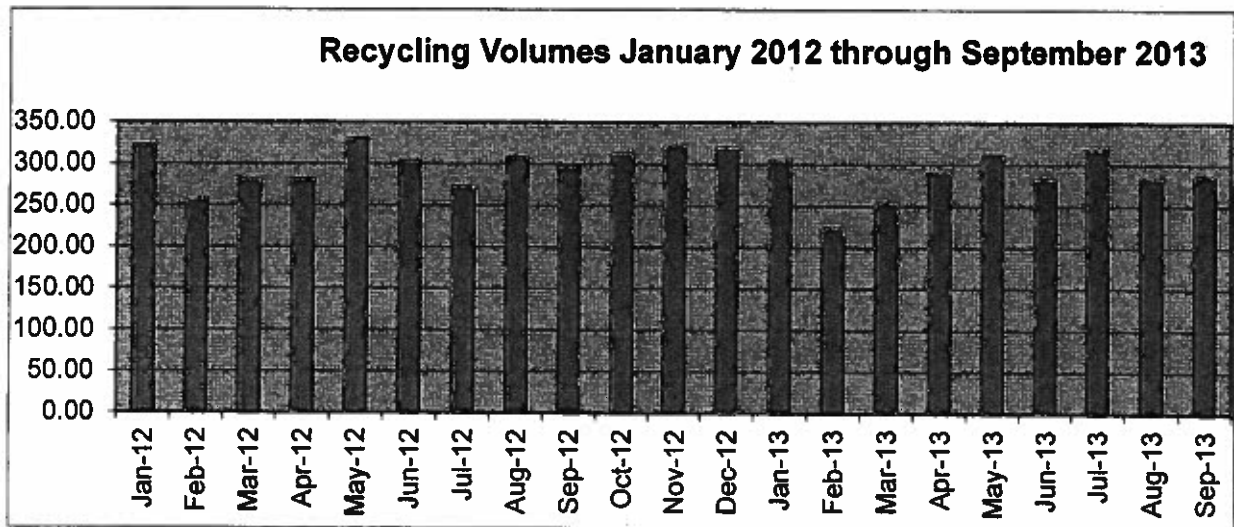


For a six month period prior to adopting Pay As You Throw in 2009 the City disposed 6899 tons of residential solid waste. For the period from April through September 2013 the City disposed 4401 tons of residential solid waste, a 36% reduction in solid waste collected during the same period prior to Pay As You Throw.

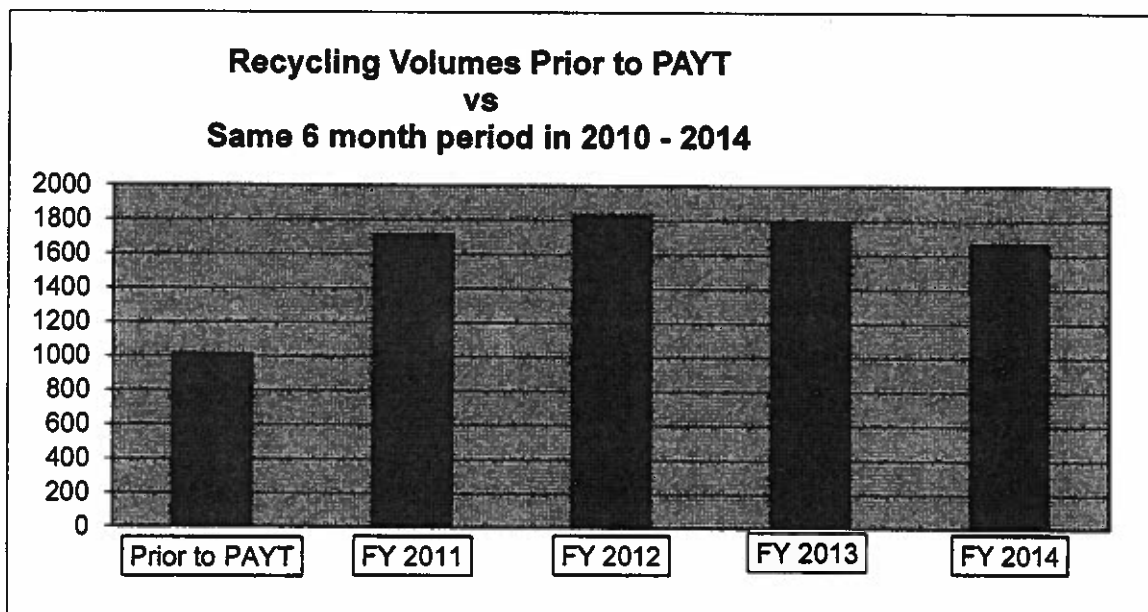


Recycling Volumes

The City also maintains monthly records of the amount recyclable material collected through its residential recycling collection program. Similar to solid waste volumes, recyclable material volumes may vary seasonally and will also mirror local economic conditions. Residential recycling volumes since January 2012 are shown below.



For the fiscal period October through March prior to adopting Pay As You Throw in 2009, the City recycled 1016 tons of material through programs it administered. For the period April 2013 through September 2013 the City recycled 1771 tons of material, an increase of 71% in recycling materials.



Financial Performance

When Pay As You Throw was adopted by the Mayor and City Council in June, 2009, it was projected that the General Fund would need to increase its transfer of funds to the Solid Waste Fund to approximately \$ 2.9 million. Since that time, the General Fund has been able to reduce its transfer to \$1,219,530. Pay As You Throw has significantly reduced the financial demand upon the general fund by almost \$1.7 million annually while providing recycling services to every Concord home.

That said, revenues collected through Pay As You Throw are currently less than the cost of residential solid waste and collection services provided by the City through its vendors. As demonstrated in the FY 2014 Solid Waste Pro Forma, projected revenues generated through solid waste collection and disposal services are approximately 82% of anticipated expenditures. The pro forma indicates this percentage will decline as currently projected solid waste collection and disposal costs increase in the future. General Service staff has reviewed this matter with the Solid Waste Advisory Committee and is assessing options to address this trend.

Cc Robert McManus, Director, Office of Budget and Management Analysis



CITY OF CONCORD

TAA

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Concord Planning Board

DATE: October 24, 2013

SUBJECT: Consideration of Tax Deeded Properties at 114 Iron Works Road and 280 N. State Street

Recommendation

Advise the City Council that there is no public purpose in retaining either the single family residence at 114 Iron Works Road, or the vacant multi-family residence at 280 North State Street. These properties should be offered for sale and be returned to the tax base.

Background

The Tax Collector annually submits a list of property deeded to the City for taxes, as required by Section 2-1-3 of the Code of Ordinances, to the City Council, Conservation Commission, Planning Board and all City departments. Within ninety (90) days after receipt of the list and after considering any recommendations made by a department or the Conservation Commission, the Planning Board must certify in writing to the City Council whether or not the City has a present or reasonably foreseeable use for each of the properties on the list. The City Council may, after review of the recommendations, vote to keep any piece of the property if it finds there is a present or foreseeable public use for the property. If the City Council finds no public purpose, it will order the property sold.

Discussion

The State of NH Department of Administration as well as the State Department of Corrections were contacted in regard to both properties. The State has declined to pursue either property. In this instance, given the small size of the parcels, their location, and their existing use and condition no input was sought from the Concord School District or the Merrimack County government.


No city department has expressed any interest in these properties.

As a result, the Planning Board, at its October 16th meeting, unanimously recommended to the City Council that the two properties be offered for sale and returned to the tax base.



CITY OF CONCORD

REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Thomas J. Aspell, Jr., City Manager 
DATE: October 21, 2013
SUBJECT: Concord Community Television Request for Contract Extension

Recommendation

That the City Council accept this report and authorize the City Manager to enter into an Agreement between the City of Concord, the Concord School District and Concord Community Television for the purposes of a two-year contract extension.

Background

The Board of Directors for Concord Community Television (CCTV) has requested a two-year extension of the existing contract that is due to expire November 27, 2013. The stated reason for the request is to match the time frames of a new contract for CCTV with a new contract for the City's cable television provider. The existing contract with the cable television provider (Comcast) is due to expire October 28, 2015.

Discussion

Discussions have taken place between City Administration; the CCTV Board of Directors, through CCTV Executive Director Doris Ballard; and the Concord School District; and all parties agree to this request.



Your Community Channels

RECEIVED

OCT 29 2013

CITY MANAGER'S OFFICE
CONCORD, NH

October 29, 2013

Thomas Aspell, Manager
City of Concord
41 Green Street
Concord, NH 03301

Dear Mr. Aspell:

As you know, our contract with the City of Concord and School District will expire on November 27, 2013. However, given the short time remaining before its expiration, and realizing that the City's Franchise Agreement with Comcast will expire in 2015, the Board of Directors of Concord Community TV is requesting that our three-year contract be extended to be concurrent with the City's contract with Comcast.

In addition, we believe an extension to 2015 makes the most sense at this time since it would: result in less repetitive work; afford more time for preparation; and, provide additional information that will be available to all parties once the Comcast contract is completed.

Jack Dunn, Business Administrator for the Concord School District, has been notified as well. We did ask him to provide a letter from the School District in support of the extension to you by November 1st, which should give enough time to have our request on the agenda for the November City Council meeting.

Thank you for your consideration. Feel free to contact me or ConcordTV's Executive Director Doris Ballard should you have any questions.

Sincerely,

Tonya Rochette
Board Chair
Concord Community TV

cc: Jack Dunn, Business Administrator, Concord School District

Concord School District

School Administration Unit #8

Donna E. Palley
Assistant Superintendent

Christine C. Rath
Superintendent

Jack Dunn
Business Administrator

Robert M. Belmont
Director of Student Services

Larry Prince
Director of Human Resources

T. Mathew Cashman
Director of Facilities and Planning

October 31, 2013

Concord Community Television (CCTV)
170 Warren Street
Concord, NH 03301
Attn: Doris Ballard

Dear Ms. Ballard:

Per your request, the Concord School District is willing to extend the current contract between the City of Concord, the Concord School District and CCTV for an additional two years under the current terms and conditions until November 27, 2015.

Please let Jack Dunn or me know if you have any additional questions or concerns. We appreciate all that you provide to our students, faculty and the community!

Sincerely,



Chris Rath
Superintendent of Schools

**PROCLAIMING DECEMBER 2013 AS CAPITAL REGION FOOD
PROGRAM MONTH**

WHEREAS, the Capital Region Food Program is an all volunteer, non-profit organization established in 1974 because of the grave problem of hunger in the Greater Concord area; and

WHEREAS, the Capital Region Food Program marks its fortieth consecutive year in providing food for the hungry; and

WHEREAS, it has grown from an annual food basket project originally helping less than 100 families to now assisting over 2,500 families at the holidays; and

WHEREAS, refinements in the project are a perpetual undertaking; originally in 1974 the baskets provided enough food for the Christmas holidays alone, but since then, dietary restrictions and infant needs are now taken into consideration, as are storage and refrigeration restrictions, and the baskets now sustain recipients for several days to up to three weeks; and

WHEREAS, the program has expanded operations to include year-round distribution to area food pantries and soup kitchens, providing over 5,900 meals a month; and

WHEREAS, in previous years the City Human Services Department, the Concord business community, the New Hampshire Army National Guard, the Greater Concord Chamber of Commerce, and many other fine organizations have joined together to serve those less fortunate than ourselves; and

WHEREAS, the response of past years has been unmatched not only in the generosity of monetary donations, but the commitment in working together, resulting in a truly community-wide endeavor; and

WHEREAS, the current economic challenges, the lack of affordable housing, and the changes in several government programs have placed added financial pressures on many of our less fortunate citizens,

NOW, THEREFORE BE IT RESOLVED, that the month of December be designated Capital Region Food Program Month in the City of Concord; and,

BE IT FURTHER RESOLVED that our community be encouraged to participate, contribute and support the Capital Region Food Program.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION IN RECOGNITION OF THE SERVICES OF

Police Dispatcher Susan F. Murphy

The City of Concord resolves as follows:

WHEREAS, Dispatcher Susan F. Murphy has been a faithful and loyal employee of the City of Concord for over 36 years within its Police Department. In 1977 she was hired by the Concord Police Department; and

WHEREAS, Dispatcher Susan F. Murphy contributed to the Department's operations by performing duties in the police department dispatch center and served with distinction as a full time employee for 24 years and permanent part time employee for 12 years; and

WHEREAS, Dispatcher Susan F. Murphy was selected as Employee of the Year in 2000 by a committee of her peers for her consistently outstanding performance, adaptation to changes in equipment, and her extraordinary level of knowledge and ability in her position; and

WHEREAS, Dispatcher Susan F. Murphy was the recipient of a Commendation Bar for Distinguished Unit Action in 2007 for her work in the dispatch center during a serious domestic disturbance on Hoit Road; and

WHEREAS, Dispatcher Susan F. Murphy was the recipient of numerous Letters of Commendation and Letters of Appreciation for her work in the dispatch center. Many of these calls for service involved serious felonies including robberies, burglaries, homicides, and shootings; and

WHEREAS, Dispatcher Susan F. Murphy was instrumental in training new employees in the dispatch center throughout the years and whose institutional knowledge is vast and unmatched by any other employee; and

WHEREAS, Dispatcher Susan F. Murphy was consistently conscious of, and concerned with, officer safety and the needs of the officers during highly stressful and unpredictable events. Her ability to recognize the urgency of a call by the tone of the employee's voice or other subtle changes she perceived over the police radio puts her in a category among the very best dispatchers in the State of New Hampshire.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Concord that we hereby record our sincere appreciation for the many years of service from Dispatcher Susan F. Murphy to the City of Concord.

BE IT FURTHER RESOLVED that we hereby acknowledge that the service and presence of Dispatcher Susan F. Murphy will truly be missed by the City Council, City Administration, Concord Police Department and the entire Concord Community, and we extend our best wishes to her during her retirement.

William Hauser
18 Kelso Drive
Bow, NH 03304
(603) 226-4251



October 23, 2013

The Honorable Mayor James Bouley
Honorable Members of the Concord City Council

Re: 12th Annual Rock 'N Race to benefit Payson Center for Cancer Care

Dear Mr. Mayor and Honorable City Council Members:

On behalf of the Rock 'N Race co-chairs, Pat Bourgault, Donna Killion and Claudia Walker, Sharon Sweet from Concord Hospital Trust, and members of the Planning Committee for the 12th annual Rock 'N Race to benefit Payson Center for Cancer Care, I am writing to inform you of some details regarding the race (scheduled for Thursday, May 15, 2014) and to request specific road closures to ensure the safety of all participants.

This year a record-breaking 6,543 participants gathered in downtown Concord to raise nearly \$500,000 for the programs and services at Concord Hospital Payson Center for Cancer Care. The Merrimack County Savings Bank Rock 'N Race is now the largest 5K event in New Hampshire. Over the past eleven years we have raised more than \$3,000,000. It is our hope that in 2014 we will once again attract more than 6,000 people and raise more than \$500,000.

With the dramatic growth over the years, we have had ongoing discussions with members of the Concord Police Department to address safety issues and traffic flow. The outcome of these discussions is to recommend and request the following:

- ▶ Approval of the same course route we used this year, which is detailed in the enclosed course map.
 - ▶ A road race permit application has been submitted to the City's Code Administration Department.
- ▶ Permission to close roads as follows:
 1. North Main St. at Pleasant St. (Northbound) from 4-8:30PM
 2. North Main St. at Capitol St. (Northbound) from 4-8:30PM
 3. North Main St. at Centre St. (Southbound) from 4-8:30PM
 4. North State St. between Centre and Capitol Sts. 6:00-8:30PM
 5. Green St. between Centre and School Sts. From 6-8:30PM
 6. Park St. between North Main and North State Sts. (Westbound) from Noon to 8:30PM
 7. Capitol St. between North Main and North State Streets (Eastbound) from Noon to 8:30PM
 8. Warren St. at entrance to Durgin Block Garage (Eastbound) from 4-8:30PM
 9. Phenix Ave. at North Main St. (Westbound) from 4-8:30PM

The Police Department will again develop a plan to assign officers to the course who will keep communications open to ensure public safety at all times.

Finally, while not a road closure request, we wish to inform you of our intention to position ten musical acts and six food stations around the course. Each act will have a tent and a platform. Each of the food stations will have a tent. We will work closely with the Fire Marshall and obtain the requisite permits for the larger tents.

Thank you so much for your consideration of our request. If you require additional information, please contact either me at (603) 226-4251 or Sharon Sweet, the event coordinator, at 225-2711 x5234.

Sincerely Yours,

William R. Hauser

William Hauser
Chair, Logistics Sub-committee

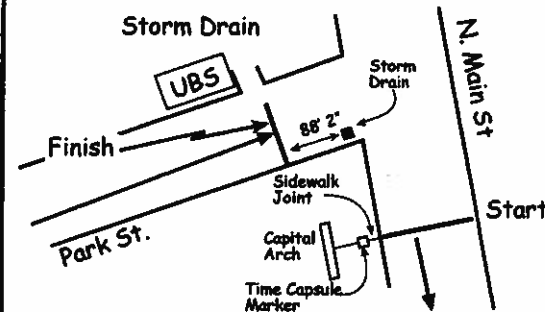
Cc: Sharon Sweet
Eugene Blake

Start



The Start is marked by P-K nail and white paint on the west side of N. Main St. It is centered on a Time Capsule Marker in front of the Capital Arch, and is exactly even with the sidewalk joint that bisects the marker.

The Finish is marked by P-K nail and white paint on the south side of Park St, 88 ft. 2 in. west of a storm drain at the corner of Park, and N. Main.



Splits

Except where noted, all splits are marked with a P-K nail and white paint.

- 1 M On the west side of S. Spring St, in the driveway for #66 and approximately 62 ft. north of a storm drain.
- 2 M On the east side of Major Wheelock Dr approximately 54 ft. south of a crosswalk and concrete walkway opposite #87 and Howard Drive.
- 3 M On the south side of Park St, approximately 67 ft. west of the crosswalk at the corner of Park and N. State streets.

Measured March 16, 2010
by: Ron Fitzpatrick
603.731.3345

**NH10006RF**

Certificate Effective:
3/16/2010 - 12/31/2020

11-32

TJA



City of Concord, New Hampshire

OFFICE OF THE MAYOR

CITY HALL • 41 GREEN STREET • 03301

JIM BOULEY
MAYOR

TO: Members of City Council
FROM: Mayor Bouley
DATE: October 15, 2013
RE: Public Safety Board Appointment

I propose the appointment of the following individual to the Public Safety Board to fill the General Public Representative vacancy that currently exists. If approved, he will serve a two year term that will expire November 30, 2015.

- Donald W. Carter, 169 Portsmouth Street, #166, Concord, NH

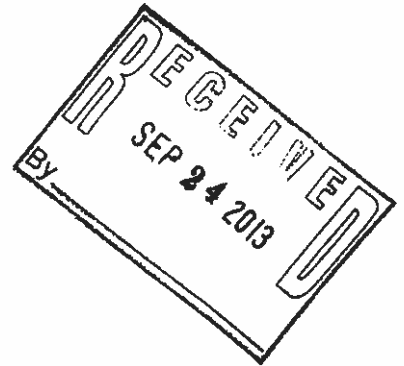
In accordance with Section 15 of the City Council Rules, this proposed appointment is being distributed to City Council as information in advance of formal action at the November 12, 2013 City Council meeting.

September 23, 2013

Office of the City Clerk

41 Green Street

Concord, New Hampshire 03301



Dear Ms. Bonenfant:

I am writing to express an interest in an apparent opening as an "at large" public member of the Concord Public Safety Commission. I became aware of the opening through the Concord, N.H. governmental website as well as information that I obtained from the Office of the City Clerk.

As a semi-retired Concord resident, I now have the time to "give back" some time and effort to the community that has been home to my wife and I, as well as my children and grandchildren for many years.

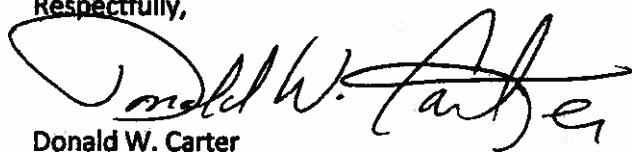
My interest in this particular position comes from the ever increasing need for the community at large to be aware of the need for public safety in all aspects of community life. I currently work in the construction safety industry. I do specific safety trainings pertaining to all aspects of the construction industry as well as on site safety inspections for all trades. My efforts are not to "catch" firms who are not operating safely but to help firms keep their employees safe as well as to meet safety standards that are pertinent to their specific tasks. I have a BS in Industrial Arts Education and I have a CSHO (Certified Safety and Health Official) that was obtained through the OTIEC (OSHA Training Institute Education Center) at Keene State College. I have also been in the heavy construction equipment industry for over 25 years. That in itself leads one to be "safety oriented". I am a firm believer that safety is a process that is thought out PRIOR to any action or reaction.

As for my other interests and activities; I currently serve as the as President of the Cranmore Ridge Condo Association in Concord, NH; I was a charter member for the Victory Lane Committee that operates at the New Hampshire Motor Speedway and was a member for 21 years; several years ago was a volunteer basketball coach for the Concord Boys and Girls Club(before current facility); I am an active member of a local golf course; and, of course, love to follow my grandchildren as they participate in sports and other activities in the Concord School System.

I am uncertain as to the procedure that follows this inquiry, however, I would be available to meet and discuss the opening with whomever, at their convenience. I can be reached by home phone(228-6628), cell phone (496-3283), or by email (dwc1949@comcast.net).

Thank you in advance for any and all considerations.

Respectfully,

A handwritten signature in black ink, appearing to read "Donald W. Carter". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping underline.

Donald W. Carter



JIM BOULEY
MAYOR

City of Concord, New Hampshire

OFFICE OF THE MAYOR

CITY HALL • 41 GREEN STREET • 03301

11-33

TH

TO: Members of City Council
FROM: Mayor Bouley
DATE: October 11, 2013
RE: Appointment to the Board of Ethics

I propose the appointment of the following individual to the Board of Ethics:

- Craig Greenman, 20 Maple Street, Concord. Mr. Greenman's information is attached.

In accordance with Section 15 of the City Council Rules, this proposed appointment is being distributed to City Council as information in advance of formal action at the November 12, 2013 Council meeting.

Mayor Jim Bouley
City Hall

August 15, 2013

Dear Mayor Bouley:


I am interested in serving on the Board of Ethics for the City of Concord. I noted a vacancy on the Board on the city's website and I believe I may be qualified to fill it.

I teach philosophy as Associate Professor of Humanities at Colby-Sawyer College. I've taught ethics there and at other institutions. I've also published in areas related to ethics. (For a list of courses and publications, please see my attached curriculum vitae.)

While ethics is not my primary area of teaching or research – I have a colleague at Colby-Sawyer who teaches our specialized ethics courses – it has been a significant part of my scholarly work and my public life. Primarily, I've been committed to issues of social justice, transparency, and personal welfare. I'd be happy to discuss my experience with you further if you have an interest in my serving on the Board of Ethics.

In any case, thank you for your consideration and for your service as mayor.

Sincerely,



Craig Greenman
20 Maple Street
Concord, NH 03301
(603) 219-5479 (cell)
cgreenman@colby-sawyer.edu



Curriculum Vitae

Craig Greenman, Ph.D.

Associate Professor of Humanities (Philosophy)
Colby-Sawyer College
541 Main Street
New London, NH 03257
(603) 526-3357 (office)
(603) 219-5479 (cell)
cgreenman@colby-sawyer.edu

Home address
(and best summer contact):
20 Maple Street
Concord, NH 03301
(603) 219-5479 (cell)
cgreenman@colby-sawyer.edu

EDUCATION

- Loyola University Chicago, Ph.D., Philosophy, 2002
- Loyola University Chicago, M.A., Philosophy, 1999
- Valparaiso University, B.A. *summa cum laude*, Philosophy, 1993

EXPERIENCE (with courses taught)

- Colby-Sawyer College, Associate Professor of Humanities, 2004 to present

ART/PHI 250: Aesthetics
CES/PHI 312: Environmental Philosophy
HON 350: Ancient Greek Literature and Thought
HON 350: Philosophy in Literature
PHI 100: Introduction to Philosophy
PHI 209: Contemporary European Philosophy
PHI 213: Foundations of Ethics
PHI 221: Philosophy of Art, Beauty, and Feeling
PHI 231: Western Mind I: Ancient Philosophy
PHI 232: Western Mind II: Modern Philosophy
PHI 308: Social and Political Philosophy
PHI 309: Existentialism and Phenomenology
PHI 350: Contemporary Continental Philosophy
PHI 350: Economic Philosophy
PTH 101: Philosophy, Economy, and Society (first of two semesters)
PTH 201: Philosophy, Economy, and Society (second of two semesters)
REL 100: The Meaning of Life: Introduction to Religious Studies I

REL 101: The Meaning of Death: Introduction to Religious Studies II
WST/PHI 111: Women and Men in Transition: Introduction to Women's Studies

- Northern Illinois University, Instructor in Philosophy, 2002 to 2004

PHI 101: Introduction to Philosophy
PHI 103: Introduction to Logic
PHI 231: Contemporary Moral Issues

- Oakton Community College, Adjunct Professor of Philosophy, August 2001 to December 2001

PHI 106: Ethics
PHI 205: World Religions

- Loyola University Chicago, Graduate Assistant in Philosophy, 1996 to 2000

Guest lectures on Adorno and Horkheimer, Dewey, Lacan, MacKinnon, Nietzsche, Plato, and Rorty

- Loyola University Chicago, Adjunct Professor of Philosophy, July 1999 to August 1999

PHI 120: Introduction to Philosophy: Human Nature

PUBLICATIONS

Books

- *Expression and Survival: An Aesthetic Approach to the Problem of Suicide*, Newcastle: Cambridge Scholars Publishing, 2008

Articles and chapters

- "On Love as an Ecstatic Concept," *Being Amongst Others: Phenomenological Reflections on the Life-World*, ed. Eric Chelstrom, Newcastle: Cambridge Scholars Publishing, 2006, 103-12
- "A Swimming Lesson," *North Art Magazine* 85 (2005): 37-40
- "What is the Market?" *Journal of Social Philosophy*, Vol. 33, no. 1 (2002): 97-116
- "Socratic Erotics and Foucault's Permanent Revolution," *Philosophy and Social Criticism*, Vol. 27, no. 2 (2001): 76-99
- "*this* (writing, and the production value of time)," *Writing on the Edge*, Vol. 11, no. 2 (2000): 69-80

Short Stories

- "Bar Bar Lemon," *EDGE*, Vol. 6 (2012): 112-117

- "Terrorists," *Perceptions*, June 2012,
[http://www.perceptionsmagazineofthearts.com/assets/fiction/Terrorists%20\(Fiction\).pdf](http://www.perceptionsmagazineofthearts.com/assets/fiction/Terrorists%20(Fiction).pdf)
- "My Baby Takes the Mourning Train," *Bluestem*, Vol. 23, no. 1 (2012): 100-109
- "Oedipus K.," *Petrichor Machine*, no. 2 (2012): 130-133
- "Terrorists," *Perceptions*, Vol. 43, no. 1 (2012): 69-74
- "The Rainbow Curve," *Little Patuxent Review*, no. 11 (2012): 102-107
- "Flying to Paris," *Temenos*, December 2011,
http://www.temenosjournal.com/fiction/Craig_Greenman.htm
- "The Only Thing Good Is the Moon," *Solidus*, September 2011, <http://www.colby-sawyer.edu/solidus/greenman.html>
- "Grievance," *Flatmancrooked*, March 2010,
<http://www.flatmancrooked.com/archives/6720>
- "The Only Thing Good Is the Moon," *Noö Journal*, no. 11 (2010): 18-19
- "Hide and Seek," *Potomac Review*, March 2010,
http://www.montgomerycollege.edu/potomacreview/Hot%20Openers/Mar-2010/hot_opener.html
- "The Church in the Next Town Over," *10,000 Tons of Black Ink, Best of 2009 Edition* (2010): 11-22
- "Old New Hampshire," *PANK*, Vol. 4.8, August 2009,
<http://www.pankmagazine.com/?p=500>
- "Pygmalion, Again," *Pear Noir!*, no. 2 (2009): 63-75
- "The Church in the Next Town Over," *10,000 Tons of Black Ink*, 6 July 2009,
<http://10ktobi.wordpress.com/2009/07/06/the-church-in-the-next-town-over-by-craig-greenman>

Translations

- "Meat," by Agnieszka Kuciak, trans. Ewa Chrusciel, Craig Greenman, and Karen Kovacik, *Six Polish Poets*, ed. Jacek Dehnel, Todmorden: Arc Publications, 2008

Book reviews

- *Black Bible Chronicles* by P.K. McCary, *The Cresset*, Vol. 57, no. 4 (1994): 30-31

Letters

- "Concerning Mathematics and the 'What For'," *Notices of the American Mathematical Society*, Vol. 43, no. 1 (1996): 5-6

PRESENTATIONS

- "On Freud," in ENG/PSY/HUM 350: The Freudian Revolution, Dr. Maurissa Abecassis and Dr. Thomas Kealy, Colby-Sawyer College, New London, NH, 2005
- "Philosophy, Art, and the Problem of Suicide," Indiana University Northwest, Gary, IN, 2004

- "War: Is it Ever Moral?" Unitarian Universalist Fellowship of DeKalb, DeKalb, IL, 2004
- Participant, Faculty Roundtable on U.S.-Iraq Relations, Northern Illinois University, DeKalb, IL, 2002
- "Writing and Ambivalence," Society for Philosophy in the Contemporary World, Annual Conference, Estes Park, CO, 1998
- "*this* (writing, and the production value of time)," DePaul University, Fifth Annual Graduate Student Conference in Philosophy, Chicago, IL, 1998
- "Becoming the Tradition," State University of New York at Stony Brook, Graduate Student Conference in Philosophy, Stony Brook, NY, 1998
- "Paradoxes are the Contradictions You Like, Contradictions are the Paradoxes You Don't," University of Memphis, Twenty-First Annual Mid-South Philosophy Conference, Memphis, TN, 1997

MUSIC BROADCASTS

- "Hamptons of Our Own," *New Hampshire Chronicle*, WMUR-TV ABC-9, Manchester, NH, 2007, 2008, 2009
- "Have You Ever Been to Tunbridge?" in radio advertisements for the Tunbridge World's Fair, Tunbridge, VT, 2007

ART EXHIBITIONS

Group exhibitions

- Salon de Concord, Kimball-Jenkins Estate, Concord, NH, 2012

Solo exhibitions

- "Paintings and Related Things," Colby-Sawyer College, New London, NH, 2012
- "Collages, Paintings, and Found Objects," Colby-Sawyer College, New London, NH, 2007

PLAYS

- *Ten-Minute Play*, Not Your Normal S.N.A.F.U., Colby-Sawyer College, New London, NH 2011

ACTIVITIES

2007 to present	Co-coordinator, Philosophy program, Colby-Sawyer College
2006 to present	Advisor, Philosophy Club, Colby-Sawyer College
2007 to 2013	Member, Academic Policies Committee, Colby-Sawyer College
2009 to 2011	Member, Faculty Compensation Committee, Colby-Sawyer College
2009	Co-organizer, Women's Studies retreat, Colby-Sawyer College
2009	Participant, Cultural Studies Working Group

2008-2009	Co-organizer, Faculty Compensation Petitioning Group
2008 and 2009	Member, Gula Graves Plummer Award Committee, Colby Sawyer College
2007 to 2009	Co-coordinator, Religious Studies program, Colby-Sawyer College
2007 to 2008	Member, Philosophy Search Committee, Colby-Sawyer College
2007	Organizer, Parental Leave Petition, Colby-Sawyer College
2005 to 2007	Member, Ad Hoc Committee on Tenure and Rolling Contract, Colby-Sawyer College
2005 to 2007	Participant, Spiritual Resources Task Force, Colby-Sawyer College
2004 to 2007	Member, Colby-Sawyer Coalition for Peace and Justice, Colby-Sawyer College
2002 to 2004	Music Committee Chair, Network for Peace and Justice, DeKalb, IL
2001 to 2002	President, Graduate Student Coalition, Loyola University Chicago
2000 to 2001	Co-Founder and Member, Graduate Student Coalition, Loyola University Chicago
2000	Participant, Chiapas Solidarity Project, Radical Philosophy Association
1998 to 1999	Participant, Graduate Scholars Program in Women's Studies, Loyola University Chicago
1998 to 1999	Volunteer, Midwest Workers Association, Chicago, IL

AWARDS

2013	First Prize, "Tandy's Rocks: I Write the Songs" Singer-Songwriter Competition, Concord, NH
2005, 2007-2012	Nominee, Jack Jensen Award for Excellence in Teaching, Colby-Sawyer College
2007, 2012	Reassigned time award, Colby-Sawyer College
2012	Finalist, 2011 Walker Percy Prize in Short Fiction, <i>New Orleans Review</i>
2010	Nominee, Best of the Web, for "The Church in the Next Town Over"
2010	Nominee, 2010 Million Writers Award, for "The Church in the Next Town Over"
2009	Nominee, 2010 Pushcart Prize, for "Pygmalion, Again"
2009	Nominee, Nancy Beyer Award for Excellence in Advising, Colby-Sawyer College
1996 to 2000	Graduate Assistantship, Loyola University Chicago
1989 to 1993	Presidential Scholarship, Valparaiso University

REFERENCES

Andrew Cutrofello, Ph.D.

Professor of Philosophy
Philosophy Department
Loyola University Chicago
6525 North Sheridan Road
Chicago, IL 60626 USA
(773) 508-8481
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19 Flagg Drive
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(781)-239-2463

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DePaul University
Department of Philosophy
2352 N. Clifton, Suite 150
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Woodbug1@aol.com

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the Personnel Class Specification Index

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, by adding the following position:

Position	From Grade	To Grade
Communications Coordinator	13	16

SECTION II: Amend the CODE OF ORDINANCES, Title V, Administrative Code; Chapter 35, Classification and Compensation Plan, Schedule D of Article 35-2, Class Specification Index, by amending the labor grade of the following position:

Position	From Grade	To Grade
Management and Budget Analyst	21	20

SECTION III: This ordinance shall take effect upon its passage.



City of Concord, New Hampshire

REPORT TO MAYOR AND THE CITY COUNCIL

134

FROM: Jennifer Johnston, Director of Human Resources and Labor Relations
DATE: September 25, 2013
SUBJECT: Amend Schedule D to Add the Position of Communication Coordinator as a Labor Grade 16

Recommendation

It is requested and recommended that the City Council accept this report and set a public hearing date in November for the proposed ordinance to add the position of Communication Coordinator as a Labor Grade 16 on Schedule D. The General Services Department is looking to fill a vacancy in their department with this position.

Background

This past May, the Administrative Assistant to the General Services Department retired after almost thirty years of service with the City of Concord. This vacancy created an opportunity to modify the job to fit the present and evolving needs of the department today.

Discussion

The position of Administrative Assistant in General Services had been structured as a traditional clerical role, in addition to taking on recruitment duties as well as acting as a personnel liaison for the large group of employees in General Services. As Human Resources has become more efficient through technology and process improvement, the need to have an onsite liaison has diminished. Further, time and attendance duties have migrated to other staff. Simultaneously, the need for more directed attention to General Service's online presence has been identified. Along with that, the proposed role of Communication's Coordinator would be tasked with the following:

- Planning and executing the development and communication of services and programs that serve the public.
- Drafting and disseminating information correspondence to both internal and external audiences.
- Fielding routine press and public requests and researching/responding to more complex inquiries that require a historical perspective.
- Developing and managing social media presence and strategies for the General Services Department.
- Drafting, editing and disseminating informational communications for both internal and external audiences and expanding public use of the department's web site.

While many of the administrative functions would still fall to this role, it would be enhanced to handle a higher level of communication skill. Based on market analysis and internal factor evaluation scaling, we have determined the correct modification of labor grade for this position would be to move it from 13 to a 16, thus a more advanced formal educational background would be sought for the person to fill this role. The entry level pay for labor grade 16 currently is \$19.33 per hour. The position has been vacant since June 1st and the incumbent was paid \$24.13 per hour. Funding for this position is within the Fiscal Year 2014 budget. The budget for this position would not exceed the existing budgeting level for at least four years.

In order to accomplish the aforementioned, the City of Council will have to set a public hearing for November and then approve the position per the attached ordinance.

Respectfully Submitted,

Jennifer Johnston

cc: Thomas J. Aspell, JR., City Manager
Earle M. Chesley, Director of General Services



JAC

City of Concord, New Hampshire
REPORT TO MAYOR AND THE CITY COUNCIL

FROM: Jennifer Johnston, Director of Human Resources and Labor Relations
DATE: September 25, 2013
SUBJECT: Amend Schedule D to Modify the Position of Management and Budget Analyst from Labor Grade 21 to 20.

Recommendation

It is requested and recommended that the City Council accept this report and set a public hearing date in November for the proposed ordinance to modify the position of Management and Budget Analyst from a Labor Grade 21 to a Labor Grade 20 on Schedule D due to a change in assigned job expectations. The Finance Department is looking to fill this vacancy in their department but wish to change the scope of the position's current duties.

Background

The Office of Budget and Management (OMB) has had some personnel changes with the promotion of the former Management and Budget Analyst as well as the position being vacated earlier this year. The Director of OMB has determined that it would be beneficial to narrow the scope of the Analyst position before it is filled.

Discussion

The Management and Budget Analyst position was filled in FY13 with a probationary employee after an extensive search which resulted in a limited candidate pool. Though the spot was filled, it was shortly thereafter vacated. The OMB Director is looking to narrow the scope of the position with the hopes of widening the applicant field of qualified individuals. The OMB Director will utilize the expertise of the Assistant Finance Director for some of the higher level strategic duties that had been held by this position. The open position will no longer be responsible for labor relations, policy analysis and development, CIP management and market/operational research. With these duties be re-organized, the labor grade can be modified from a 21 to a 20 as these changes represent some significant shifting in the overall responsibilities of the job.

The range in pay for a non contractual employee in labor grade 21 is \$26.30 - \$38.10 while the salary range for a labor grade 20 position is \$23.84 - \$34.52.

In order to accomplish the aforementioned, the City of Council will have to set a public hearing for November and then approve the position per the attached ordinance.

Respectfully Submitted,

Jennifer Johnston

cc: Thomas J. Aspell, JR., City Manager
Brian LeBrun, Deputy City Manager-Finance

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the CODE OF ORDINANCES, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-2, Assessment and Collection; Article 20.2-1-3, Administration, and Chapter 28, Zoning Ordinance; Glossary.

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-2, Assessment and Collection, Section (f), Waivers, by amending paragraph (1), renumbering and amending paragraph (3) to paragraph (4), and adding new paragraph (3), as follows:

- (1) An applicant may apply for a waiver of all or part of the impact fees that are payable with respect to new development *or redevelopment*, as provided in this Section. The applicant must request a waiver prior to the date of the determination of the impact fee by the Clerk.
- (2) An applicant may request from the Clerk a full or partial waiver of the school facilities impact fee where the applicant undertakes the construction of new development that consists of attached dwellings or multifamily dwellings pursuant to Article 28-9 of the City of Concord Zoning Ordinance that are intended for and solely occupied by persons age sixty-two (62) and over for a period of at least twenty (20) years, either through recorded restrictive covenants that are enforceable by the City of Concord or through compliance with the binding requirements of a federal housing program that limits occupancy in a similar fashion. Any change in use, from such uses to any other residential use, will result in revocation of the waiver and the owner of the property on the date of the change in use shall be required to pay the school facilities impact fee in effect at the time of the change in use. The applicant shall provide the Clerk with evidence of the recordation of acceptable restrictive covenants or binding federal housing program agreements at the time of the application for the waiver.
- (3) ***Waiver for the Development of Market Rate Housing within the Central Business Performance (CBP) District.***
 - (a) ***An applicant may request a waiver of the Transportation Facilities Impact Fees and the School Facilities Impact Fees for the development of market-rate housing from a permitted residential or non-residential use, as set forth in***

Article 28-2-4(j), Table of Principal Uses, within existing buildings in the Central Business Performance (CBP) District.

(b) This waiver also applies to the development of market rate housing from permitted uses established by Special Exception under the provisions of Article 28-9-3(b), Special Exception, and previously permitted but lapsed uses.

(c) This waiver does not apply to any new construction or building addition.

~~(3)~~(4) If an applicant cannot agree with the Clerk as to the *regarding the* qualification of new development *or redevelopment* for an impact fee waiver or *regarding* the amount of a waiver, the applicant may request a hearing before the Planning Board on determination of the qualification for and amount of a waiver. The Planning Board's decision on *qualification for and amount of a waiver* ~~the issue~~ shall be final.

SECTION II: Amend the CODE OF ORDINANCES, Title IV, Zoning Code; Chapter 29.2, Public Capital Facilities Impact Fees Ordinance; Article 29.2-1-3, Administration, by re-lettering Section 29.2-1-3(h) to (i), and adding new Section 29.2-1-3(h) as follows:

(h) Exemption for Non-Residential Change of Use within the Central Business Performance (CBP) District.

(1) For existing buildings within the Central Business Performance (CBP) District, a change of use from one permitted non-residential use to another permitted non-residential use as set forth in Article 28-2-4(j), Table of Principal Uses, shall not be subject to a Transportation Facilities Impact Fee.

(2) This exemption also applies to a change of use from permitted non-residential uses established by Special Exception under the provisions of Article 28-9-3(b), Special Exception, and previously permitted but lapsed non-residential uses.

(3) This exemption does not apply to any new construction or building addition.

(h)(i) Applicability and Rules of Construction.

(1) This ordinance shall be uniformly applicable to all new development that occurs within the corporate boundaries of the City of Concord.

(2) The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose of protecting the public health, safety, and welfare.

(3) For the purposes of administration and enforcement, and unless otherwise stated, the following rules of construction shall apply:

- a. In the case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
- b. The word "shall" is always mandatory; the words "may" and "will" are permissive.
- c. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
- d. It is intended that this ordinance comply with the requirements of the Act. Whenever possible, the terms of this ordinance shall be interpreted in a manner that complies with the Act. If it is found that any provision of this ordinance is inconsistent with the Act, the provisions of the Act shall control.

SECTION III: Amend the CODE OF ORDINANCES, Title IV, Zoning Code; Chapter 28, Zoning Ordinance; Glossary, by adding the following definitions of "Market Rate Housing" and "Lapsed Use":

Market Rate Housing. *A rental or ownership dwelling unit that has no rent or sale price restrictions, so that a landlord or an owner is free to attempt to rent or sell the dwelling unit at whatever price the local market may fetch.*

Lapsed Use. *If an existing building or portion of a building has remained vacant, or the use of a property has been discontinued for a period of six (6) or more years, the prior use will be deemed to have lapsed. No credit for a use which has lapsed shall be provided against the Capital Facilities Impact Fees to be assessed.*

SECTION IV: This ordinance shall take effect upon its passage.

Explanation: Matter added to current ordinance appears in ***bold italics***.
Matter removed from current ordinance appears [~~in brackets and struck through.~~]



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Gloria McPherson, City Planner

DATE: October 1, 2013

SUBJECT: Proposed Amendments to the Public Capital Facilities Impact Fee Ordinance – Central Business Performance District (CBP)

Recommendations

Accept this report and set a public hearing to adopt the attached amendments to Chapter 29.2, Public Capital Facilities Impact Fee Ordinance, which would create redevelopment incentives for (1) a change of use and (2) the development of market rate housing, within the Central Business Performance (CBP) District, by providing for waivers of impact fees.

The Planning Board voted unanimously to recommend that the City Council adopt amendments to create impact fee waivers and noted that these waivers support the City Council's goal of encouraging redevelopment in the downtown.

Background

The Public Capital Facilities Impact Fee Ordinance was adopted in June 2001 and contains a requirement that any "change of use" as defined in the City of Concord Zoning Ordinance which generates additional traffic shall be subject to an Impact Fee Assessment. A "change of use" differs from a change of occupancy or tenancy. A "change of use" occurs when a new occupancy is classified as a different type of use under Article 28-2-4, Table of Uses, of the Zoning Ordinance. An example of a change of use would be the conversion of a storefront from a retail clothing store (Use H.1) to a restaurant (Use I.1), or the conversion of upper floor office space to residential. The conversion of a storefront from a clothing store to a shoe store would be a change of occupancy, but not a change of use as both uses would fall under the H.1 use classification as retail uses.

If a proposed new use generates less traffic as determined by the Clerk of the Planning Board, no fee is assessed and no credit or reimbursement is given. If a

proposed new use is determined to generate more traffic, then the fee is calculated for the new use, credit is given for the current use and a fee is assessed. With the high turnover and mixed uses found in the Central Business Performance Districts in both Concord and Penacook, especially on the ground floor where residential development is not permitted, this has the potential to result in the repeated assessment of fees every time a new use generates more traffic. These fees would be assessed even if the higher traffic use had been in place in the same location at some point in the past and had been assessed a fee.

The proposed waivers would only apply to existing buildings and would not apply to new construction or building additions within the CBP.

Analysis of Impact Fees Collected since 2008

Over the past five years, the following impact fees have been assessed and collected within the CBP District in Downtown Concord:

<u>Address</u>	<u>Amount</u>	<u>Fee Type</u>	<u>Year</u>
26 North Main Street	\$ 3,806	Traffic	2008
26 North Main Street	\$ 3,735	Traffic	2009
12 North Main Street	\$ 6,250	Traffic	2010
59 South Main Street	\$ 1,170	Traffic	2011
59 South Main Street	\$ 833	Recreation	2011
59 South Main Street	\$ 1,252	School	2011
113 Storrs Street	\$ 1,460	Traffic	2012

The total impact fees collected in the last five years for projects in Downtown Concord is \$16,421, which averages out to \$2737 per year.

New construction would not be eligible to receive a waiver of impact fees. In the past five years, impact fees were also assessed for new construction for the Smile Building at 49 South Main Street and for Menino Place at 51 Storrs Street.

Even though it was new construction, the Bindery Office Building was granted a waiver from impact fees by the City Council in 2012.

Since 2008, the following impact fees have been assessed and collected within the CBP District in Penacook:

<u>Address</u>	<u>Amount</u>	<u>Fee Type</u>	<u>Year</u>
15A Sanders Street	\$ 506	School	2008
15A Sanders Street	\$ 237	Recreation	2008

The total impact fees collected in the last five years for projects in Penacook is \$743, which averages out to \$149 per year.

Proposed Changes

The proposed amendments to the Impact Fee Ordinance are attached.

New paragraph (3) is intended to allow for a "change of use" from one permitted non-residential use, including uses permitted by Special Exception and lapsed uses, to another permitted non-residential use within the CBP District without the payment of a traffic impact fee. This would apply to existing buildings and would not apply to new construction and additions.

New paragraph (4) is intended to allow for the development of "Market Rate Housing" from a permitted residential or non-residential use, including uses permitted by Special Exception and lapsed uses, within the CBP without the payment of a traffic or school impact fee. No waiver has been established for assisted housing given the preponderance of assisted housing in the downtown (over 300 units in the greater downtown area), its inherent subsidy, and the low percentage of market rate housing.

Please note that any use established by variance or that is otherwise not allowed is not eligible for a waiver under either the new section (3) or (4). The Recreation Facilities Impact Fee would continue to be assessed for the development of market rate housing.

Definitions for 'Market Rate Housing' and 'Lapsed Use' are added to support the proposed changes.

Analysis of Potential Loss of Impact Fees

The amount of income derived for non-residential changes of use in Downtown Concord, as described above, is not substantial on a yearly average. A larger potential loss could come from the development of upper floor, market rate residential uses, although one could argue that it is less likely that market rate housing would be developed that could be assessed an impact fee, without the incentive of a waiver of the transportation and school impact fees.

While a number of the downtown upper stories are currently occupied, many of the buildings still have vacant upper stories and any prior use in these buildings will be deemed to have lapsed.

The following examples are used to show the potential impact of the proposed waivers on hypothetical major development projects in the CBP District.

Upper Floor Market Rate Residential Development (assuming 1,000 sq ft per dwelling, including halls and common areas):

<u>Address</u>	<u>Number of Units/SF</u>	<u>Traffic</u>	<u>School</u>
132.5-146 North Main Street	21 units/21,504 SF	\$28,887	\$19,354
2-5 North Main Street	5 units/5580 SF	\$ 6,877	\$ 4,608

Upper Floor General Office Development:

<u>Address</u>	<u>SF of office space</u>	<u>Traffic</u>
132.5-146 North Main Street	21,504 SF	\$34, 836
2-5 North Main Street	5580 SF	\$ 9,040

Discussion

It is anticipated that the majority of market rate housing developed in Downtown would be occupied by empty-nesters or young professionals without children and would put less of a burden on school facilities than other types of housing development throughout the City.

Downtown Concord has a strong retail component, a bus hub and the densest development pattern within the City, capturing residents and customers more likely to walk, and placing less of a burden on transportation facilities than traditional development patterns that require multiple vehicle trips to basic goods and services.

The Downtown Complete Streets Improvement Project will complete many transportation improvements that will positively impact the downtown for decades to come.

The proposed impact fee waivers are additional tools to meet the City Council's priority of redeveloping downtown and stimulating market rate housing production, complementing regulatory measures that are already in place, such as the adoption of the International Existing Building Code, the open air dining program, the implementation of overnight parking and the elimination of all setback and parking requirements in the CBP District.

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CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING TEN THOUSAND THIRTY FIVE DOLLARS (\$10,035) FROM THE UNITED STATES DEPARTMENT OF JUSTICE BULLET PROOF VEST PROGRAM FOR A 50% REIMBURSEMENT OF ELIGIBLE COSTS FOR CIP #370.

Page 1 of 2

The City of Concord resolves as follows:

WHEREAS, the Concord Police Department is eligible to receive up to 50% reimbursement from the US Department of Justice Bullet Proof Vest Program (BPV); and

WHEREAS, as of August 31, 2013, \$3,659.77 has been received in excess of anticipated BPV reimbursements; and

WHEREAS, as of August 31, 2013, \$1,823.50 of BPV reimbursements are pending receipt by the City; and

WHEREAS, as of August 31, 2013, there is still a BPV amount of \$1,651 available for reimbursement; and

WHEREAS, it is anticipated that an additional \$2,900 will be available for reimbursement from the 2013 US Department of Justice BVP program; and

WHEREAS, the City portion of the purchase of the bullet proof vests was previously approved as part of CIP #370; and

WHEREAS, this appropriation is for a purpose not included in the FY2014 adopted budget, therefore, Section 37 of the City Charter requires a two-thirds vote of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

- 1) The sum of\$10,035
be and is hereby appropriated as follows:

General Capital Project Fund

Police Department

Bullet Proof Vest Program CIP #370.....\$10,035

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ACCEPTING AND APPROPRIATING TEN THOUSAND THIRTY FIVE DOLLARS (\$10,035) FROM THE UNITED STATES DEPARTMENT OF JUSTICE BULLET PROOF VEST PROGRAM FOR A 50% REIMBURSEMENT OF ELIGIBLE COSTS FOR CIP #370.

Page 2 of 2

- 2) Revenue is available as follows:

General Capital Project Fund

US Department of Justice BPV Reimbursement Program (CIP #370).....\$10,035

- 3) These funds shall be expended under the direction of the City Manager.
- 4) This resolution shall take effect upon its passage.



John F. Duval
Chief of Police

City of Concord, New Hampshire

POLICE DEPARTMENT

35 Green Street • 03301-4299

(603) 225-8600

FAX (603) 225-8519

www.concordpolice.com

TA

To: Honorable Mayor and City Council
From: Chief John F. Duval
Re: Acceptance and Appropriation of \$10,035 from the US Department of Justice
Bulletproof Vest Partnership Program
Date: September 30, 2013

Recommendation

It is recommended that City Council accept and appropriate ten thousand, thirty-five dollars from the United States Department of Justice Bulletproof Vest Partnership Program (BVP) as 50% reimbursement of eligible bulletproof vest purchase costs under CIP #370

Background – The Concord Police Department has participated in the United States Department of Justice Bulletproof Vest Partnership Program for approximately twelve years. This program provides funding of 50% reimbursement for bulletproof vest purchases made by the Department. The remaining 50% cost of bulletproof vests has been provided for in the Department's operating budget. Beginning in Fiscal Year 2011 the Department established CIP #370 for the purpose of supporting the purchase of bulletproof vests. Since that time reimbursement received through the BVP has been applied back to the CIP.

Discussion – As of August 31, 2013, \$3,659.77 has been received in excess of anticipated BVP reimbursement from vests purchased by the police department. In addition, as of August 31, 2013, \$1,823.50 of BVP reimbursements are pending receipt by the City and are still being processed by the BVP. Additionally, the BVP Program currently has \$1,651 available for reimbursement of vest purchases made by the police department, and it is anticipated that an additional \$2,900 will be available for reimbursement from the BVP under the federal 2013 BVP Program.

These above noted funds, either already received from BVP or pending, available, and anticipated available funds, total \$10,035. It is recommended that the City Council accept and appropriate these funds into CIP #370 to allow for future bulletproof vest purchases to be made by the police department.

CITY OF CONCORD

In the year of our Lord two thousand and thirteen

RESOLUTION ADOPTING THE "CONCORD MUNICIPAL AIRPORT MINIMUM STANDARDS 2013" AND REPLACING IN ITS ENTIRETY "THE MINIMUM STANDARDS AND PROCEDURES FOR CONCORD, NEW HAMPSHIRE MUNICIPAL AIRPORT" ORIGINALLY ADOPTED ON MARCH 12, 1984 AND ALL AMENDMENTS THERETO.

The City of Concord resolves as follows:

- WHEREAS,** Minimum Standards govern operations at the Concord Municipal Airport by establishing the minimum expectation of performance; and
- WHEREAS,** The City of Concord on March 12, 1984 adopted the "Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport" [aka the "1984 Standards"]; and
- WHEREAS,** The 1984 Standards were amended on March 9, 1986 and February 8, 2010; and
- WHEREAS,** Nearly three decades have passed since the adoption of the 1984 Standards; and
- WHEREAS,** In that time, pertinent federal, state and municipal policies, practices and regulations governing airports have changed; and
- WHEREAS,** The City of Concord has prepared the "Concord Municipal Airport Minimum Standards 2013" that reflect current airport policies, practices and regulations aka the "2013 Standards";
- WHEREAS,** The Airport Advisory Committee was given the opportunity to review the proposed 2013 Standards and no substantive objections were raised;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

1. The "Minimum Standards and Procedures for Concord, New Hampshire Municipal Airport" aka the "1984 Standards" along with any amendments thereto are replaced in their entirety by the "Concord Municipal Airport Minimum Standards 2013."
2. This resolution shall take effect upon its passage.



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Carlos P. Baía, Deputy City Manager – Development

DATE: September 27, 2013

SUBJECT: Concord Municipal Airport Minimum Standards 2013

Recommendation

Accept this report and set a public hearing to adopt the attached resolution implementing the "Concord Municipal Airport Minimum Standards 2013."

Background

The establishment of "Minimum Standards" is a practice common to airports around the country that codifies the airport owner's baseline expectations for commercial operators on its property. Concord Municipal Airport has an existing set of minimum standards (see attached) that were adopted in 1984. Those standards have been largely unchanged in nearly 30 years despite advances in aviation practices, environmental regulations and FAA and City policies. A new set of Minimum Standards known as the "Concord Municipal Airport Minimum Standards 2013" is, therefore, proposed for adoption (see attached) which would replace the 1984 standards and any amendments thereto in its entirety.

Discussion

With the upcoming issuance of a Request for Proposals (RFP) for a Fixed Base Operator (FBO) at the airport, staff and the City's airport consultant, Jacobs Engineering, concurred that a revised set of Minimum Standards was needed. The current FBO has been in contract with the City for nearly 20 years and the next FBO should be expected to comply with current City, State, and FAA policies via a new set of Minimum Standards.

The chart on the next page summarizes the significant differences between the existing standards and those being proposed to the Council.

Existing Minimum Standards	Proposed Draft Minimum Standards
Date originally adopted: 1984	Draft – to be adopted
No reference made to FAA advisory circulars or grant assurances	Reference specific pertinent FAA advisory circulars and grant assurances dealing with Minimum Standards.
	Added numerous definitions
Allowed FBOs to provide a single service	Requires FBOs to provide a minimum of: aircraft fueling, line services, hangar storage & tiedowns, and customer service facilities. Encourages FBOs to provide additional aeronautical services, at their discretion
Defines a number of categories of FBOs.	Does not define different categories of FBO. FBO may offer any number of services above and beyond the minimum services required.
Does not reference or define Specialized Aviation Service Operator (SASO).	Defines SASO (Specialized Aviation Service Operator). A SASO may provide one or two aeronautical services, but may <u>not</u> sell fuel or provide line services (e.g. Craig Avionics and Assist-US would be SASO).
No mention of environmental regulations.	Stipulates compliance with all pertinent environmental regulations, and also specifically references the Conservation Management Agreement.
Specifies minimum square footage for each type of aeronautical use.	Does not specify minimum areas for each type of use. Requires that operators lease or build sufficient space to safely and adequately accommodate anticipated demand for each service offered.
Defines ultralights.	Does not define ultralights – they are approved users of Concord Airport
Defines requirements for auto rental facilities.	Does not define requirements for any non-aeronautical service (rental cars, restaurants, concessions, etc.) - those are (or should be) covered under separate lease and operating agreements.
No reference to self-fueling or self-servicing of aircraft by owners, which is allowed by FAA	Sets standards and guidelines for self-fueling and self-servicing of aircraft by owners, as allowed by FAA
Requires City approval of sublease agreements	Requires City approval of sublease agreements
No requirement for FBO to do marketing or promotions	Requires FBO to develop and fully implement marketing and promotions program
Attached schedule of insurance coverage limits	Did not attach specific schedule of insurance limits although they are referenced in the Standards. The City can determine what insurance requirements it has in place, and that can be attached to the draft Standards.

On September 18th, the Airport Advisory Committee convened to review the proposed Minimum Standards. Unfortunately, the committee was one member short of having a quorum. Despite this, the three members present on the 18th did review the document in detail with City staff and the consultant. The consensus was to support the revision. It is also important to note that the full committee received copies of the revisions well in advance of the 18th and no objections were forwarded to staff prior to or subsequent to the meeting.

The City expects to issue the RFP for the airport FBO the first week of October and interview short-listed firms in December. Any potential responder will be directed to the City's minimum standards and has been advised that the attached draft is pending Council review. It would be expedient to adopt the new set of Minimum Standards in November to allow the shortlisted FBO candidates the ability to properly frame their business expectations.

Per FAA policy, the current FBO will continue to be subject to the provisions of the 1984 standards per their existing agreement with the City until June 30, 2014 (expiration of said agreement).

Concord Municipal Airport
MINIMUM STANDARDS
2013

SECTION 1. INTRODUCTION

1.1 Policy

The City of Concord, NH (the City) owns and operates Concord Municipal Airport (the Airport). The City is committed to open government and strives to consistently meet the community's expectations by providing excellent service in a positive and timely manner and in full view of the public.

The City does hereby establish the following policy concerning the Minimum Standards for conducting business on Concord Municipal Airport. The Minimum Standards are intended to be the threshold entry requirements for all parties and entities wanting to provide commercial aeronautical services to the public. They also ensure that those who have undertaken to provide commercial aeronautical services on the Airport, and who meet these standards, are not exposed to unfair or unprofessional competition.

These Minimum Standards are established based upon the existing conditions at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. All operators and entities providing aeronautical services on the Airport are strongly encouraged to exceed the Minimum Standards.

The Airport is the site of a number of sensitive environmental resources, including state and federally protected wildlife species and habitats. A Conservation Management Agreement (CMA) was executed between the City and various state and federal agencies which designated both conservation and development zones on the Airport. All development and operations conducted on the Airport shall be in full compliance with the CMA and pertinent environmental regulations, as may be amended from time to time.

The uniform application of these Minimum Standards, including the minimum levels of service that must be offered by aeronautical service providers, relate primarily to the public interest in discouraging substandard entrepreneurs, thereby preserving the financial integrity of businesses located on the Airport as well as protecting Airport patrons.

1.2 Purpose and Scope

The purpose and scope of the Minimum Standards include:

- Promoting safety in all Airport activities; and
- Maintaining high quality commercial aeronautical services for all Airport users; and
- Providing financially equitable treatment to all Airport tenants; and
- Defining the minimum operating threshold for existing and prospective commercial operators; and
- Protection of Airport users from unlicensed and unauthorized products and/or services; and
- Promotion of orderly development of Airport property; and
- Providing a formalized, but negotiable, base-line for lease development; and
- Fostering mutually beneficial tenant-landlord relationships.

Concord Municipal Airport
MINIMUM STANDARDS
2013

These Minimum Standards have been prepared in conformance with the following documents:

- FAA Advisory Circular 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*
- FAA Advisory Circular 150/5190-6, *Exclusive Rights at Federally Obligated Airports*
- FAA Order 5190.6B, *Airport Compliance Manual*
- FAA *Airport Sponsor Assurances*

Further, in conformance with the FAA Airport Sponsor assurances, the City will:

- a. Make the Airport available as an Airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the Airport.
- b. Adopt and enforce provisions requiring all service providers to:
 - (1) furnish their services on a reasonable and not unjustly discriminatory basis to all users of their services and facilities, and
 - (2) charge reasonable and not unjustly discriminatory prices for each service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Ensure that each fixed base operator (FBO) at the Airport shall be subject to the similar rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such Airport and/or utilizing the same or similar facilities at the Airport. Rates fees, rentals and charges may be adjusted by the Airport to reflect differences in operating and/or financial conditions pertaining to specific aeronautical service providers.
- d. Not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation basing aircraft on the Airport from performing any services [including, but not limited to maintenance, repair, and fueling] on its own aircraft with its own employees that it may choose to perform.
- e. In the event the City itself exercises any of the rights and privileges referred to in these Minimum Standards, the City will provide the services on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the City under these provisions.
- f. Establish such reasonable and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.
- g. Prohibit or limit any given type, kind, or class of use of the Airport if such action is necessary for the safe and efficient operation of the Airport, or if it is necessary to serve

Concord Municipal Airport
MINIMUM STANDARDS
2013

the civil aviation needs of the public, and if such limits are specifically approved by the FAA and the New Hampshire Department of Transportation (NHDOT).

i. Permit no exclusive right for the use of the Airport by any person providing, or intending to provide, commercial aeronautical services to the public. However, at the City's sole discretion, if the City chooses to provide one or more commercial aeronautical services it may prohibit other entities from providing a similar aeronautical service(s) at the Airport.

In addition, all Operators providing commercial aeronautical services on the Airport will make their facilities and services available for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical users.

These Minimum Standards may be amended by the City from time to time as conditions require, or to establish Minimum Standards for additional aeronautical services in accordance with applicable FAA and/or NHDOT guidelines and requirements, Airport rules and regulations, and City Ordinances or Codes, as appropriate.

1.3 Applicability

To encourage growth and development of the Airport and to facilitate the development of adequate aeronautical services and facilities for Airport users, the City has established these standards and requirements (the "Minimum Standards") for provision of certain aeronautical services at the Airport.

Pursuant to the requirements established by the City, no person, party, or entity shall conduct any commercial activity or otherwise transact business on the Airport without first obtaining the necessary authorization, approval, or permit as may be required by the City.

These Minimum Standards establish the criteria by which the City shall consider requests from prospective aeronautical service providers to do business on the Airport, as well as the Minimum Standards that aeronautical service providers shall comply with while operating on the Airport.

These Minimum Standards shall apply to all Commercial Aeronautical Service providers, with the exceptions noted below. These Minimum Standards do not apply to:

- The City itself, unless it provides a commercial aeronautical service defined in these Standards.
- Certificated air carriers providing scheduled passenger and/or cargo service operating under a separate lease and/or operating agreement with the Airport;
- Non-aeronautical commercial service providers such as restaurants, rental cars, concessions, taxis, buses, airport shuttles, etc., located on or otherwise serving the Airport;
- Non-commercial Airport tenants, including private aircraft owners and operators operating under 14 CFR Part 91, except as noted in Sections 8 and 9, below.
- Aircraft operators and service providers that are not based at the Airport but that use

Concord Municipal Airport
MINIMUM STANDARDS
2013

the Airport on a transient or itinerant basis and comply with all applicable rules, regulations, and procedures governing such operations.

These Minimum Standards are not intended to be all-inclusive; aeronautical service providers are also subject to all applicable federal, state, and city laws, codes, ordinances, rules, regulations pertaining to Airport operations, as may be amended from time to time.

The provisions of the Minimum Standards herein do not supersede any federal, state, or local law, code, ordinance, or regulation; Airport operating rules or regulations; lease, permit, or agreement entered into with the City.

It is intended that the Minimum Standards be consistent with all applicable laws, ordinances, codes, rules, and regulations. In the event of any difference between the Minimum Standards and other applicable laws, ordinances, rules, regulations, agreements, etc., the City reserves the right to amend the Minimum Standards as needed to ensure consistency.

At the time that any existing lease, permit, or agreement is amended, revised, renegotiated, or otherwise updated or changed, a clause will be inserted by the City in each lease, permit, and agreement stating that the lessor and/or permittee will be subject to the Minimum Standards in effect at that time and as may be amended by the City from time to time.

These Minimum Standards are subordinate and subject to the provisions of any agreement between the City and the United States Government and the State of New Hampshire relative to the operation and maintenance of the Airport, the execution of which has been, or may in the future be, required as a condition precedent to the transfer of federal and/or state funds or property to the City for Airport purposes, or the expenditure of federal and/or state funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and the NH Statutes Revised, as amended from time to time.

The invalidity or unenforceability of any provision of these Minimum Standards shall not affect the validity or enforceability of any other provision of these Minimum Standards, and the remainder shall be construed and enforced as if the invalid or unenforceable provision were not included in the Minimum Standards.

1.4 Waivers and Modifications

The City Manager and his or her designee may (but in no event shall be obligated to) waive one or more of the Minimum Standards applicable to an Operator for good cause shown upon written request by the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided by the Operator to the public, or City finances or Airport operations, and would not violate any applicable Federal, State, City or other law, statute, ordinance, rule, regulation, or Airport Sponsor grant assurance.

Concord Municipal Airport
MINIMUM STANDARDS
2013

SECTION 2. DEFINITIONS

A&P – Airframe and Powerplant

Abandoned – Any piece of equipment, aircraft, or vehicle that is not operational or is non-airworthy; does not meet State of New Hampshire or FAA requirements for operation (as applicable); has no current registration or airworthiness certificate; and is determined by the City to be a hazard and/or a detriment to the Airport.

ADA – Americans with Disabilities Act

Advisory Circulars (AC) – Federal Aviation Administration Advisory Circulars (AC), as amended or superseded from time to time by the FAA.

Aeronautical Activity - Any activity that involves, makes possible, supports, or is required for the operation of aircraft, or that contributes to or is required for the safety of aircraft operations. Aeronautical activities within this definition commonly conducted on Airports include but are not limited to air taxi and charter (on-demand) operations; pilot training; aircraft rental; aerial photography; aerial surveying and patrol; aircraft and parts sales and service; aircraft storage and tie-downs; sale of aviation petroleum products; provision of line services; repair, maintenance, and overhaul of airframes and powerplants; air ambulance and emergency services; avionics and instrument sales and service; and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

Aircraft - Any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Air Charter or Taxi Operation – means the commercial operation of providing air transportation of person(s) or property for compensation or hire by either on a charter basis or as an air taxi (non-scheduled) operator with appropriate FAA certification issued under FAR Part 135 or other appropriate federal regulation and/or operating certificate.

Aircraft Fuel - All flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for the purpose of effectively and efficiently operating piston or turbine engines used by aircraft.

Aircraft Operation - The taxi, takeoff, or landing of an aircraft on the Airport.

Aircraft Owner - A person, company, agency, or entity holding legal title to an aircraft, or any person, company, agency, or entity having exclusive possession and/or control of an aircraft.

Concord Municipal Airport
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2013

Aircraft Parking and Storage Areas - Those locations of the Airport designated by the City for the parking and storage of aircraft.

Aircraft Rental - The commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales - The sale and/or leasing of new and/or used aircraft through franchises, licensed dealership or distributorship, or individually, either on a retail or wholesale basis; and also provides such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by the Operator.

Airframe and Powerplant Repair and Maintenance - The provision of one (or a combination of) airframe and powerplant overhaul, maintenance, and/or repair services. Such maintenance services require a certificate issued by FAA under 14 CFR 145, with all FAA ratings, licenses, and relevant experience appropriate to the work being performed.

Airport - Concord Municipal Airport (CON), unless otherwise specifically noted.

Airport Layout Plan - Also ALP Sheet or ALP Set, means a graphic presentation to scale of existing and proposed Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show conformance with applicable FAA Airport planning and design standards.

Airport Manager - Under direction of the City Manager and his or her designee, provides management direction and policy implementation for the Airport; proactively manages the airport as a municipal enterprise; directly interfaces with companies, agencies, and individuals that use the Airport; enforces policies on financial systems, as well as property and facility management, in accordance with the policies promulgated by the City Manager and the City Council; addresses specialized issues and/or problems as they relate to the Airport, its tenants, users, and other government agencies; and also performs related duties as required by the City and other appropriate government agencies.

Airport Minimum Standards - A document adopted and formally approved by the City within which are detailed provisions defining the minimum standards acceptable to the City for entities aspiring to conduct commercial or non-commercial operations or activities on the Airport.

Airport Sponsor - The legal entity that owns and is responsible for Concord Municipal Airport, and that is legally encumbered by federal and state airport grant assurances, which is the City of Concord.

Air Operations Area (AOA) - The area that is inside the Airport boundary in which aircraft movements take place as defined by the Federal Aviation Administration, as amended from time to time by the FAA.

Concord Municipal Airport
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2013

Based Aircraft - An aircraft which the owner or operator physically locates at the Airport for a period of time, or which lists the Airport as its "home Airport", and whenever absent from SJC, its owner or operator intends to return the aircraft to SJC for storage.

City - The City of Concord, New Hampshire

CFR - Code of Federal Regulations.

CMA - Conservation Management Agreement (CMA) executed between the City and various federal and state agencies.

Commercial Aeronautical Service - A service which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, and includes those services provided by either a Fixed Base Operator or a Specialized Aviation Service Operator, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Commercial aeronautical services other than those listed herein may be provided at the Airport at such time that the Minimum Standards have been updated to include standards for those particular services, and service providers are in full compliance with said standards.

Commercial Aviation Operator - A person or persons, firm, corporation, or other entity engaged in an activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Authorized commercial aeronautical activities on the Airport shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth:

- Aircraft and/or Parts Sales (New and/or Used)
- Airframe and Power Plant Repair Facilities
- Aircraft Rental
- Flight Training and associated ground training
- Aircraft Line Services (including but not limited to aircraft towing, external power units, aircraft cleaning, etc.)
- Sale and dispensing of Aircraft Fuels & Oil
- Sale of pilot and aviation-related supplies and products
- Sale, repair, and service of radios, propellers, instruments, and other aircraft accessories
- Aircraft Charter and Air Taxi for compensation or hire under an appropriate federal aviation regulation
- Specialized commercial services including but not limited to aerial survey, filming, construction support, parachuting, agricultural support, banner towing and aerial advertising, etc.
- Storage and tiedown of aircraft

Concord Municipal Airport
MINIMUM STANDARDS
2013

• Aircraft Refurbishing and/or Painting

Controlling Interest - a) ownership of a sufficient number of shares of stock or equity in a company to control company policy; b) ownership of a quantity of shares or equity in a business that is sufficient to ensure control over its direction; c) ownership of 51% or more of the voting stock (shares) that gives the stock owner(s) legal control of a firm.

Employee - means a person who is hired for a wage, salary, fee, or payment to perform work for an employer.

Entity - Any person, persons, proprietorship, association, firm, joint venture, partnership, corporation, company, limited liability company (LLC), other business organization, or any combination of the above.

Environmental Laws - All federal, state, and city laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time. It also means all implementing regulations, directives, orders, guidelines, federal and state court decisions interpreting, relating to, regulating or imposing liability (including but not limited to response, removal, remediation and damage costs), as well as standards of conduct and performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, and exposure to, contamination by, or clean-up of any and all Hazardous Materials, including without limitation, all federal or state superfund or environmental clean-up statutes. The Conservation Management Agreement (CMA) entered into between the City and various state and federal agencies designated both conservation and development zones on the Airport. All development and operations conducted on the Airport shall be in compliance with the CMA, as may be amended from time to time.

Equipment - All machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

Exhibit A Property Inventory Map – a map illustrating an inventory of parcels that make up the airport property. The Exhibit 'A' indicates how the land was acquired, the funding source(s) for the land, and if the land was conveyed as Federal surplus or Government Property. Other detached parcels owned by the Airport Sponsor that are dedicated to airport purposes are also shown, as well as all dedicated airport property regardless of the type of funds (AIP, state, local, etc.) used to acquire that property.

FAA - The Federal Aviation Administration of the United States Department of Transportation (USDOT).

FAR - Federal Aviation Regulation.

Federal Grant Assurance - Provision(s) within the sponsor grant agreement promulgated by FAA to which the recipient of federal airport development assistance (the Airport) has agreed

Concord Municipal Airport
MINIMUM STANDARDS
2013

to comply with in consideration of the assistance provided. Grant assurances are required by federal statute 49 U.S.C. § 47101.

Fixed Base Operator (FBO) - Any entity approved by the City to provide commercial aeronautical services on the Airport for the purpose of: (1) engaging in the retail sale of aviation fuels and oils; (2) performing aircraft line services; (3) providing tiedowns and hangar storage for aircraft; and (4) facilities for pilots and passengers. An FBO may, at its discretion, provide additional commercial aeronautical services.

Flight Training - Any entity engaged in instructing pilots and students in dual and solo flight training, in fixed or rotary-wing aircraft, and/or provides such related ground school instruction. Flight and ground training will include any training in preparation to take any FAA written examination and/or flight check ride for any license, or for any type, class, or category rating, upgrade training, or to maintain currency and proficiency as defined by FAA, whether or not such written exams or check rides are actually taken.

Fueling Agent - An entity licensed by the State of New Hampshire and authorized by the City to accept delivery of fuel from a major oil company or fuel wholesaler at the fuel storage facility or fuel farm. At the fuel storage facility, the fueling agent may dispense fuel from the fuel storage tanks into fuel servicing vehicles which must be affiliated with an approved FBO or the City.

Fuel Servicing Vehicle - Also Fuel Tanker Vehicle, or Refueling Truck/Vehicle, or Mobile Fueler, means any motor vehicle used for transporting, handling, or dispensing aviation fuel, oils, and lubricants on the Airport.

Fuel Storage Area - Also Fuel Farm, means those facilities where Avgas, Jet-A, or other hazardous materials are stored. These facilities must be in areas designated, inspected and approved by the City and State of NH, as appropriate, and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport, including those promulgated by the National Fire Protection Association (NFPA).

Good Condition - Leasehold areas, facilities, and improvements are maintained in a condition that: a) meet or exceed all federal, state, and city regulations, ordinances, and standards; and b) are consistent with the quality and standards of similar facilities at similar or larger airports. The City shall determine whether leasehold areas, facilities, and Improvements are in good condition as defined herein.

Hangar - Any fully or partially enclosed storage space for one or more aircraft.

Hazardous Material - Any and all: (a) substances, products, by-products, waste or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or

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in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products or waste.

Improvements - The construction of, or any improvement to, any buildings, structures, facilities, utilities, paved areas (such as parking lots, ramp, walkways, or apron), or other facilities constructed or installed by an Operator or the Airport on its Premises including fencing, signage, and landscaping.

Itinerant Aircraft - Also Transient Aircraft, means any aircraft not "home-based" at the Airport, but transiting the Airport, obtaining fuel or other service(s), or on-loading or off-loading passengers or cargo at the Airport. Itinerant aircraft are "home-based" elsewhere and may park or hangar at the Airport for short periods of time.

Laws - All present and future applicable judicial decisions, statutes, laws, ordinances, regulations, building codes, Airport rules and regulations adopted from time to time, regulations, orders and requirements and policies of all governmental authorities including without limitation city, state, and federal agencies (including the FAA and other federal agencies), and their departments, boards, bureaus, commissions and officials, and such other authority as may have jurisdiction including, without limitation, any regulation or order of a quasi-official entity or body.

LEED - Leadership in Energy and Environmental Design, an Internationally-recognized green building certification system developed by the U.S. Green Building Council (USGBC).

Municipal Code - The City Code and Ordinances, as amended from time to time.

NFPA - The National Fire Protection Association.

NHDOT - The New Hampshire Department of Transportation

Non-Aeronautical-Related Commercial Activity - Commercial activity by entities, which by nature of the operation or service, is not directly associated with aeronautical activities. Such activities are allowed provided that they do not adversely affect the usefulness, operation, safety or efficiency of the Airport, and the entity providing such service has a current lease, permit, or agreement with the Airport or the City. Examples of non-aeronautical-related commercial operations include but are not limited to: car rental, taxi, limo, and/or van services; bus service; restaurants, bars, and lounges; retail stores.

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Non-Commercial Aeronautical Activity - Activity by any entity that provides aviation service(s) or operates equipment and/or facilities solely for its own benefit, not for the benefit of the public, nor for any compensation, hire, or profit. Non-commercial aircraft operations shall be conducted under 14 CFR Part 91, unless otherwise required by the FAA.

Normal Business Hours - means those hours during which most similar businesses in the community are open to serve customers, and are generally Monday through Friday, 8:00 a.m. to 5:00 p.m., except for holidays recognized by the City.

Operator - Any Entity doing business on the Airport as a Fixed Base Operator (FBO) or Specialized Aviation Service Operator (SASO).

Owner - The owner of, and which has the legal authority over the Airport, referred to as the City of Concord, NH (or the City), acting by and through the City Council and the City Manager and the manager's designated representatives.

Permit - A temporary conveyance of the right to occupy and use property under the City's authority, or the permission to engage in a specified activity, or the provision of specified service(s) on the Airport.

Permittee - An operator or other entity having a valid permit issued by the City.

Premises - A defined area on the Airport which the City has either leased to an entity or has granted an entity the preferential right to use by permit or other written agreement, in order to operate aircraft and/or provide aeronautical services.

Self-Fueling and Self-Service Aircraft Servicing - The fueling or servicing of an aircraft (including changing the oil, washing aircraft, and maintenance allowed by FAA) by the owner of the aircraft with the owner's own employees and using the owner's own equipment. Self-fueling and self-service aircraft servicing may not be contracted out to another party, nor may fuel or other related products or services be sold or traded by the owner to another entity. Self-fueling entails using fuel obtained by the aircraft owner from the source of his/her preference. Self-fueling differs from using a self-service fuel pump made available by the Airport, an FBO or an aeronautical service provider. The use of a self-service fuel pump made available by the Airport or an Operator is a commercial activity and is not considered self-fueling as defined herein.

Self-Service Fuel - Using a self-service fueling pump made available by the Airport or an FBO. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined above.

SPCC - Spill Prevention, Control and Countermeasure Plan.

Specialized Aviation Service Operator (SASO) - Any Entity approved by the City that

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provides at least one, but not more than two commercial aeronautical services, on the Airport. Aircraft fueling and line service may *not* be performed as a Specialized Aviation Service; only approved Fixed Base Operators will be authorized to perform aircraft fueling and line service.

Sublease - An agreement entered into by an Operator (or its designated representative) with another party or entity that assigns, transfers, or conveys rights or interests in property and/or providing services on the Airport. Sublease agreements may be executed only after review and approval of the sublease agreement by the City. Any amendment to an existing sublease agreement must be reviewed and approved by the City prior to the amendment being executed by the Operator (or its designated representative). As used in these Minimum Standards, sublease does not mean the agreement between an Operator and an airport tenant related to basing an aircraft, or otherwise purchasing one or more aeronautical service(s) provided by the Operator in the normal course of doing business on the Airport as an approved Operator.

SWPPP – Stormwater Pollution Prevention Plan.

RTTF Access – Residential Through The Fence access is defined by the FAA as an aircraft owner and/or operator having aeronautical access to the Airport from residential property located off-airport. The City of Concord does not allow RTTF access to the Airport.

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SECTION 3. GENERAL REQUIREMENTS

3.1 Prior Agreement/Approval

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the City, which agreement will recite the terms and conditions under which it will operate on the Airport, including, but not limited to: the term of agreement; the applicable rates, fees and charges; the rights, privileges, responsibilities, and obligations of the respective parties; the definition and boundary of the premises and/or Improvements subject to the agreement; the specific types and levels of service(s) to be provided; the insurance coverages to be provided by the Operator.

The conditions set forth in these Minimum Standards do not represent a complete recitation of the provisions and covenants to be included in the written agreement between the City and the Operator.

All Operators are required to comply with the provisions of these Minimum Standards as well as their agreement with the City. If an Operator has an existing agreement with the City at the time the Minimum Standards are adopted or amended, and if compliance with the Minimum Standards would create a conflict with the agreement, the agreement shall prevail until such time that it is amended, updated, renegotiated, or a new agreement is negotiated, at which time Operator will fully comply with the Minimum Standards.

3.2 Insurance

The Operator shall procure and maintain, during the full term of their lease, permit, or agreement, insurance of the types and in the minimum limits set forth by the City and presented in the written agreement with the City, for the respective categories of aeronautical services provided.

3.3 Financial Standards

The Operator must provide a notarized statement from a bank or financial institution licensed to do business in the State of New Hampshire, or from such other source that may be acceptable to the City and readily verified through normal banking or financial channels, of evidence of the Operator's financial responsibility. The Operator must also clearly demonstrate the financial capability to initiate operations, construct and maintain all improvements and appurtenances that are required commensurate with the concept of the operation(s) and service(s) to be provided, and shall also demonstrate its ability to provide adequate working capital to successfully continue the contemplated operation(s) once initiated through the full term of the lease, permit, or agreement.

3.4 Environmental Requirements

Each Operator shall strictly comply with all applicable environmental laws, rules, regulations, policies, and procedures adopted by the City, as well as those promulgated by federal, state, and municipal authorities governing aeronautical activities, including the City's Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control and Countermeasure Plan

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("SPCC"). Each Operator shall comply with the Conservation Management Agreement (CMA) executed between the City and various federal and state agencies. In addition, each Operator shall comply with generally accepted environmental best management practices (BMP) and standards, particularly with regards to the handling, management, and disposal of designated hazardous materials.

3.5 Conduct of Business Operations

The Operator shall conduct all business operations in a safe and professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and activities at similar Airports in like markets. The City expects the Operator to strive to consistently meet (or exceed) its customer's expectations by providing excellent service, in a positive and timely manner, and in full view of the public. Operators are encouraged to exceed Minimum Standards.

3.6 Management Control and Supervision

The Operator shall be responsible for ensuring that it has provided adequate management control and supervision for each service and operation provided on the Airport, during all times when such services are being offered. A minimum of one designated manager and/or assistant manager shall be on duty at all times during times when services are offered and operations are occurring at the Airport. Managers shall also be available after normal business hours in the event of an emergency.

3.7 Personnel Training and Certification

Each Operator shall ensure that all personnel in its employment and/or under its control shall receive all required training and certification necessary to provide each service and conduct operations on the Airport in a safe and efficient manner as required by the City, FAA, and NHDOT. Operator shall ensure that all personnel in its employment and/or control shall have current certifications and badges required to perform services in designated areas of the Airport. Copies of all said certificates and badges shall be provided to the City, including any revisions or amendments thereto.

3.8 Interference with Utilities, Radio, or Navigation Aids

Each Operator shall ensure that it will not interfere with, interrupt, or disrupt any utilities, radio, or navigation aids that are located on or that otherwise serve the Airport. Any and all activities or operations that may potentially interfere with, interrupt, or disrupt any utilities, radios, or navigation aids shall be approved by the FAA, NHDOT, and the City prior to such activities or operations being conducted by the Operator, its employees, or agents.

3.10 Personnel

During all operating hours, each Operator shall employ and have on duty trained and qualified personnel in such numbers and with such relevant experience, certificates, and ratings as are required to meet the Minimum Standards in an efficient manner, for all Aeronautical Services and activities being provided by each Operator. Each Operator shall employ a fully-qualified, competent, experienced full-time onsite manager who shall supervise and direct the

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performance of all Aeronautical Services provided by the Operator, and one or more qualified assistant managers to act for the manager in his or her absence.

Operator's employees shall, at all times, be neat and courteous, and shall carry appropriate Identification as required by the City, FAA, and/or NHDOT. Operator's employees may not use, possess, or be under the influence of alcohol, illegal drugs, or controlled substances while on the Airport. Each Operator shall closely monitor its employees to ensure compliance with these provisions, as well as consistent high quality service. The City may, at its sole discretion, direct Operator to remove from employment at the Airport any employee who violates City policy, rules, or regulations, or the terms of Operator's lease, permit, or agreement, or any provision of these Minimum Standards.

3.11 Certificates, Licenses, Permits

Each Operator shall obtain and maintain in full force and effect all FAA and other required certificates, licenses, and permits necessary for the services being provided and the operations being conducted at the Airport. Operator shall provide a copy of each license, certificate, and permit to the City and its designated representatives, if requested by the City, which shall be updated from time to time as required.

3.12 Maintain Leased Premises

Operator shall, at its sole cost and expense maintain, repair, and keep in good condition at all times all of its designated leasehold premises.

3.13 Site Development Standards

1) Location. Operator's facilities may be situated only in those areas of the Airport specified for such use on the approved Airport Layout Plan (ALP) and the Airport Master Plan, and approved by the City.

2) General Requirements. Operators shall meet all applicable FAA requirements, including remaining clear of designated airspace, imaginary surfaces, navigation aid critical areas, and line of sight criteria, as well as applicable building and fire codes, zoning ordinances, and other standards that apply to the particular facilities and/or improvements being constructed.

3) Site Plan. Applicants who propose services as an Operator shall provide building layout and site development plans, to scale and in sufficient detail that demonstrates functional compliance with the applicable Minimum Standards, consistency with the Airport Layout Plan, as well as sufficient facilities and space to adequately, efficiently and safely perform all of the proposed services. Site development plans shall be reviewed and approved by the Concord Planning Board (If applicable) and City Council prior to any construction.

4) Airport Design Criteria. Construction of all improvements and infrastructure by Operator must conform to, and fully comply with, the plans and specifications submitted by Operator to and approved by the City. All facilities and improvements shall meet the FAA, NHDOT, and City's Guidelines, as may be amended from time to time. At the discretion of FAA, NHDOT, and

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the City, any structure or object that violates these requirements shall be subject to removal or remediation at the Operator's expense. The City will have the right to review and approve all plans and specifications for any Improvements to be constructed on the premises to determine compliance with such requirements prior to commencement of such construction. The approval by the City shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Operator.

5) Design/Construction Review. Operator shall not construct, install, remove, or modify any improvements on the premises without the prior written approval by the City of Operator's plans and specifications for the proposed project. All plans shall be complete and submitted in accordance with the applicable provisions of the lease, permit, or agreement, and in conformance with the City's Guidelines.

6) Bonds and Insurance. Operator shall provide, or cause to be provided, to the City prior to the commencement of any construction of any improvements, a valid performance bond and payment bond, each in the amount of the maximum estimated hard construction costs, for the successful construction of its improvements. Said bonds shall be maintained and kept in full force and effect until work items called for in the Operator's agreement with the City are complete. The bonds shall be conditioned to ensure performance and payment by the Operator and its construction contractor of all Improvements required and proposed by the Operator, and to stand as security for the successful completion of the built Improvements on the premises and for payment of any valid claim by the City against the Operator or its contractor associated with the construction of the improvements. The bonds shall be in a form acceptable to the City and shall be issued by a surety that complies with the requirements of the State of New Hampshire. If Operator engages any contractors and/or subcontractors to construct improvements on its premises, the contractors and subcontractors must carry appropriate builders risk and commercial general liability policies as is required at that time by the City for construction projects on Airport property.

8) Other Facilities. The Operator shall ensure that other facilities as may be required to meet applicable building or fire codes, zoning ordinances, or FAA requirements, which may include but not be limited to a paved walkway within the leasehold area to accommodate pedestrian access to the Operator's office; a paved aircraft apron with tiedown facilities within the leased area sufficient to accommodate its services and operations are provided.

9) Landscaping. In cases where landscaping of facilities is required by the City, each FBO will be required to provide a plan for landscaping its area to be approved by the City and maintained by the FBO in a neat, clean, and aesthetically pleasing manner.

10) Right of Relocation. The City shall have the right to relocate Operator's premises when necessary to accommodate the Airport development. If relocation becomes necessary, the City shall provide the Operator with a replacement area substantially equivalent in size and amenities. Should Operator disagree with the replacement location, Operator shall have the

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right, within twenty (20) business days of receipt of the City's written notice of impending relocation, to provide written notice to the City that Operator disagrees with the relocation and/or the replacement location. Upon such notice by Operator, the parties shall, for a period not to exceed sixty (60) business days from the date of such notice from Operator, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties. However, if for any reason the disagreement is not resolved within sixty (60) business days of notice from Operator, the City shall have the right to decide the matter, and Operator agrees to and shall abide by the City's decision, subject to such rights of termination as Operator may have under its lease, permit, or agreement. If the City requires the Operator to relocate its facilities during the term of the lease, permit, or agreement, the City will reimburse the Operator for all documented actual and reasonable out-of-pocket expenses and costs, including unamortized cost of improvements, as defined in the lease agreement.

11) Ownership of Improvements. Except for 11 a) below, at the City's sole discretion, all right, title, and interest in any Improvements constructed by or for an Operator on the Airport shall fully vest in the City upon the end of the term of the Operator's lease, permit, or agreement. If requested by the City, the Operator shall execute and deliver to the City such documents as may be required to evidence the City's ownership of such improvements. As may be consistent with the provisions of the lease, permit, or agreement, Operator will have the first right of refusal to lease the improvements after ownership has been transferred, for a term to be negotiated with the City.

- a) Should the City determine that it has no interest in maintaining the improvements constructed by or for an Operator on the Airport at the end of the term of the Operator's lease, permit or agreement, the Operator shall be responsible for removing the improvements from the Airport within 90 days of termination of the lease, permit or agreement at the Operator's expense. The site of the improvements shall be returned to its condition prior to the improvements.

3.14 Time for Performance

Each Operator shall begin construction of leasehold improvements as presented in the approved Site Plan and in conformance with the City's guidelines within a reasonable period of time or as defined in the lease, permit, or agreement. Completion of work on improvements must be accomplished within the time frame presented in the Site Plan and approved by the City. If the Operator requires additional time to either begin construction, or to complete construction of improvements, it must obtain written approval from the City prior to such deadlines being reached.

3.15 Airport Security

Each Operator, its employees, agents, and contractors, shall:

- fully comply with the City's Rules and Regulations as they pertain to airport security, as may be amended from time to time;
- successfully complete any security training that may be required by the City, the FAA, NHDOT, and/or the TSA, prior to gaining access to operational areas of the Airport;

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- successfully complete a background check and security threat assessment (STA) as may be required by the City, or state or federal agencies, and provide all necessary documentation to the City prior to allowing access of such personnel to secured areas of the Airport;

Operator shall control their Premises so as to prevent unauthorized access to the Airport.

The Operator must use City approved access control system and/or vendor to secure access portals on the Operator's leasehold area. The cost of the access control system installation and maintenance of all equipment on Operator's leasehold will be borne by the Operator. The City reserves the right to change vendors from time to time, and the Operator will use the City approved vendor for all installation and maintenance needs. The Operator may request to install an independent access control system, subject to City approval.

Operator shall submit a construction security plan for all major construction activity occurring inside the Airport, or affecting Airport security. The plan must be submitted in writing and approved by the City before beginning construction activity.

3.16 Equipment and Vehicles

Each Operator shall ensure that on-Airport transportation of personnel and equipment using the Operator's facilities and services is conducted solely in the Operators vehicles. The Operator-owned or operated motor vehicles driven on the Airport shall do so only in strict accordance with City Rules and Regulations, applicable federal, state and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended.

The Operator shall equip each motor vehicle with a functioning aeronautical mobile two-way radio capable of operating at a minimum on the following frequencies: 122.7 MHZ, 132.32 MHZ, 121.5 MHZ, 127.35 MHZ, and any other specific frequency designated by the City, or NHDOT, or FAA. Each vehicle will also be equipped with an operating rotating beacon or FAA-approved flag, or such other equipment as FAA, NHDOT, or the City shall require. The City may, at its discretion, impose vehicle training and licensing requirements on the Operator.

3.17 Provide Public Access

All Operators providing commercial aeronautical services on the Airport will make their facilities and services available for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical users.

3.18 Marketing and Promotions

Each Operator shall develop and fully implement a marketing and promotional program to effectively advertise and market its business as well as Concord Airport on a regional, and ideally, a national basis. Each operator shall maintain and keep its company website current and up-to-date, as well as use other marketing techniques and media that are appropriate for the business type and target markets.

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SECTION 4. APPLICATION REQUIREMENTS

4.1 Application

To provide one or more Aeronautical Services at the Airport, each Entity (prospective Operator) shall submit a written application to the City, which shall at a minimum include the following information and, thereafter, shall provide such additional information as may be requested by the City.

An application to provide Aeronautical Service(s) at the Airport may be submitted in response to a request issued by the City. At its sole discretion, the City may accept and consider unsolicited applications to provide Aeronautical Service(s), but if it chooses to do so it will post public notices that such unsolicited applications have been submitted to the City and that the City will accept additional applications for similar aeronautical services.

- 1) **Intended Type of Operator.** The prospective Operator must clearly state whether it is applying for designation by the City as an FBO or as a SASO.
- 2) **Intended Scope of Services.** The prospective Operator must submit a detailed description of the scope of the proposed operation, and the means and methods to be employed to accomplish the contemplated operation, including, at a minimum, the following:
 - a) The legal name, physical address, telephone number, and email address of the applicant. If the applicant is a corporation, include the legal name, physical address, telephone number, and email address of each of the corporations' officers and directors. If the applicant is a partnership, provide the legal name, address, telephone number, and email address of all general partners. Also provide the legal name, physical address, telephone number, and email address of any person that holds a controlling interest, directly or indirectly, in the applicant. Applicant must disclose if any officer, director, partner, or Person having a controlling interest in applicant is also an officer, director, partner, or a Person holding a controlling interest in any other Commercial Aeronautical Service provider at the Airport.
 - b) The legal structure of company and attach all documents pertinent to said legal structure, including but not limited to incorporation papers, where the company is incorporated and/or licensed, when it was incorporated, where the company headquarters is located, as appropriate.
 - c) The proposed date for commencement of the aeronautical service(s), and the requested term of conducting the same.
 - d) The specific aeronautical service(s) to be offered.
 - e) The amount (expressed in square feet and acres), and specific location(s) of land required, fully considering the minimum requirement stipulated herein.
 - f) The size, type, and location of the building(s) to be constructed and/or leased.
 - g) The number and type of aircraft to be parked, serviced, or provided (as applicable based on the service(s) to be provided).
 - h) The number of persons to be employed (including the names, titles, addresses, and

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- qualifications of key employees).
- i) The specific hours of proposed operation, fully considering the minimum requirements stipulated herein.
 - j) A list of material assets, goods and equipment necessary or required to perform the proposed services that are owned, leased, or under purchase contract by the applicant. Copies of such leases and contracts shall be provided to the City upon request.
 - k) Copies of pertinent licenses, certifications and permits possessed by the applicant, or its key employees to be based at the Airport, that are necessary or required to perform the proposed services.
 - l) Certificates of insurance demonstrating proof of minimum coverage as required by the City.
 - m) Such other additional Information as may be required in these Minimum Standards, or that the City may reasonably require to evaluate the application.
 - n) List and describe any and all outstanding liens, lawsuits, or legal judgments issued against the company, entity, or party, including any of its owners and/or directors, within the previous five (5) calendar years. Also describe the current status of any liens, lawsuits, or judgments filed against the company and/or its owners and/or directors within the previous five calendar years.

3) Financial and Managerial Responsibility and Capability. The prospective Operator must provide an audited financial statement, satisfactory to the City, as evidence of its financial responsibility from a recognized financial institution or from such other source that may be acceptable to the City and readily verified through normal banking channels. The prospective Operator shall provide all pertinent financial documents (acceptable to the City) that have been produced within the previous five fiscal years, including audited financial statements. In addition, the prospective Operator shall provide SEC Form 10-K, and/or other appropriate financial documentation, including annual reports, for the previous five fiscal years if such documents exist. If the prospective Operator has not prepared (or had prepared for them) such documents in the normal course of business, then the City may require other appropriate financial documentation from the prospective Operator for the previous five fiscal years. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry out the contemplated operations throughout the term of the lease, permit, or agreement. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five fiscal years of the proposed operation.

4) Relevant Experience and Professional Reputation. The prospective Operator shall furnish the City with a statement of its qualifications and prior relevant experience in providing the proposed aeronautical service(s), together with a statement that it or its principals have the managerial training, relevant experience, and capability to perform the selected service(s). The prospective Operator shall clearly demonstrate applicable

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relevant experience at airports similar to or larger than the Airport within the previous three calendar years. The prospective Operator shall provide a minimum of three current references (including names, titles, addresses, phone numbers, and email addresses) of airport managers or directors who oversee facilities where the prospective Operator has provided similar relevant services. The City will consider the professional reputation of the prospective Operator based on the information provided by the references. The prospective Operator shall provide current resumes of its key employees to be engaged in the management and operation of the proposed aeronautical services at the Airport.

The City shall consider the application after the prospective Operator has submitted a complete application. The City shall not unreasonably deny or delay consideration of an application. A delay to request additional pertinent information from the applicant by the City is not, by itself, unreasonable.

4.2 Grounds for Denial of an Application.

Grounds for denial of an application may include the following:

- 1) The applicant does not, for any reason, fully meet the qualifications, standards, and/or requirements established in the request for proposals issued by the City, and/or these Minimum Standards.
- 2) The applicant's proposed operation or construction would create a safety hazard on the Airport.
- 3) The granting of the application will require the City to expend funds, or supply labor or materials, in connection with the proposed activity or operation that the City is unwilling to spend or supply, or the proposed activity or operation will result in a financial loss to the City.
- 4) The proposed operation, development, or construction does not comply with the Airport Master Plan or Airport Layout Plan.
- 5) The proposed operation, development or construction will result in congestion of aircraft or buildings, or will result in undue interference with the operations of any present Operator at the Airport, or with adequate access to a present Operator's leased premises.
- 6) The applicant has misrepresented or omitted any material fact in the application or supporting documents, or has failed to make full disclosure in the application or supporting documents.
- 7) The applicant, or any officer, director, key employee, or Person having a controlling interest in the applicant, has a record of: (a) violating the laws, rules and regulations applicable to the Airport or any other airport, including but not limited, to FAA regulations; (b) having defaulted in the performance of a lease, license, permit, or similar agreement at the Airport or any other Airport.
- 8) The applicant, in the opinion of the City, has not provided verified evidence of adequate financial responsibility and/or does not exhibit the relevant experience to undertake the proposed operation or activity based on the information provided with the application.
- 9) The applicant cannot provide the required performance and other bonds, security

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deposits, or other acceptable surety in the amount required by the City for the proposed operation, activity or construction.

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SECTION 5. FIXED BASE OPERATOR (FBO)

5.1 Introduction

Each FBO shall comply with the Minimum Standards and requirements contained in this section, as well as for each aeronautical service provided on the Airport. Each FBO is encouraged to exceed the Minimum Standards.

5.2 Scope of Activity

Each FBO shall provide as a minimum: aircraft fuelling services, aircraft line services, aircraft parking (tiedown) and hangar storage, as well as aircraft pilot and passenger support facilities including a waiting room, public restrooms, flight planning area, break room, and other pertinent customer support facilities. The FBO may, at its discretion, also provide any or all of the following commercial aeronautical services.

- Aircraft and/or Parts Sales (New and/or Used)
- Airframe and Power Plant Repair Facilities
- Aircraft Rental
- Flight Training and associated ground training
- Sale, repair, and service of radios, propellers, instruments, and other aircraft accessories
- Aircraft Charter and Air Taxi for compensation or hire under an appropriate federal aviation regulation
- Specialized commercial services including but not limited to aerial survey, filming, construction support, parachuting, agricultural support, banner towing and aerial advertising, etc.
- Aircraft Refurbishing and/or Painting

* Flight training and aircraft rental may be combined as a single aeronautical service if designated by FBO.

Each FBO shall conduct its business and activities on and from the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and activities from similar Airports in like markets.

Each FBO will make their facilities and services available for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical users.

5.3 FBO Minimum Services

Each Fixed Based Operator shall provide the following minimum services:

Aircraft Fueling Services. Each FBO shall provide into-aircraft retail delivery of a recognized brand of aviation fuel (including, but not limited to, Avgas and jet fuel), motor oil, and lubricants as required by the types of aircraft normally utilizing the Airport. Recognized brand means a fuel producer and/or wholesaler or supplier that meets (or exceeds) all applicable federal and state standards and guidelines, and that demonstrates a

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record of providing aviation fuel in New Hampshire. The Operator shall provide proper fuel dispensing equipment to service aircraft, including mobile fuel dispensing trucks to service aircraft operating at the Airport. A minimum of one mobile fueler must have minimum 500 gallon capacity for 100 low lead Avgas, and at least one other mobile fueler must have a minimum of 1,000 gallon capacity for Jet A fuel. Larger capacity trucks and/or additional mobile fuelers may be required to adequately serve users of the FBO's premises, in which case adequate mobile fueler capacity will be provided by the FBO. Separate dispensing pumps for each grade of fuel are required. Fuel may only be stored in approved storage tanks. All fuel handling and storage facilities, equipment and procedures shall strictly comply with all applicable Federal, State, and City laws, rules, ordinances, and regulations, including without limitation, the most current rules and regulations promulgated by the City, the State of New Hampshire, U.S. Environmental Protection Agency, and the FAA, as well as facilities and procedures promulgated by the NFPA. All fueling and line service personnel shall be properly trained and qualified to perform their assigned duties. The Operator shall ensure that only clean fuel, free of water or other contaminants, is delivered into the aircraft serviced. The Operator shall maintain current fuel reports on file and available for review at any time by the City, or appropriate state or federal official. Operator shall develop and maintain current a fuel quality control and best management practices plan, and shall provide the City a copy of said plan for review and approval, as well as any amendments or updates.

All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the City and its designated representatives, as well as by appropriate State and City fire and safety officials.

The FBO shall adopt and maintain a current spill prevention and countermeasure (SPCC) plan in accordance with applicable federal, state, city, and City laws, rules and regulations, which shall be consistent with the City's current SPCC Plan. Each FBO shall also develop and maintain Standard Operating Procedures (SOP) for fueling and line services. FBO's SOP shall at a minimum include a training plan, fuel quality assurance procedures, record keeping, best management practices, Airport security procedures, and emergency response procedures for fuel fires and spills. An FBO SOP shall also address bonding and fire protection; public protection; control of access to fuel storage facilities and vehicles; and marking and labeling of fuel storage tanks and refueling vehicles. A prospective FBO shall submit its SOP to the City for review, comment, and approval no later than 60 days before commencing activities at the Airport.

Each Operator shall comply with the following standards, codes, and requirements applicable to fueling services, as may be amended or updated from time to time:

- National Fire Protection Association (NFPA) 407, "*Standard for Aircraft Fuel Servicing*"
- FAA Airport Circular AC 150/5230-4A, "*Aircraft Fuel Storage, Handling and Dispensing on Airports*"
- FAA Advisory Circular 00-34A "*Aircraft Ground Handling and Servicing*"

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- Applicable State of New Hampshire requirements, and City of Concord Land Development Regulations, as well as City Building and Fire Codes
- Develop, maintain, and fully comply with an approved and current SPCC Plan, which must be fully consistent with City's SPCC plan.
- Develop, maintain, and fully comply with an approved and current Standard Operating Procedures (SOP) and Emergency Response Plan
- All employees involved in fueling and line services must successfully complete fuel handling, training, and licensing requirements, including NH Department of Environmental Services Underground Storage Tank (UST) Training and Certification

Reporting The FBO shall maintain on file, and submit to the City, current fuel reports. The FBO shall report all fuel delivered to the approved FBO's fuel storage facility as well as Permittee's Aircraft during each calendar month. The FBO shall submit a summary report along with appropriate fees and charges due the City on or before the 10th day of the subsequent calendar month. The FBO shall, during the term of the Permit and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased, delivered, and transferred into owners aircraft. Records (and meters) shall be made available for audit by the City or designated representatives of the City. In the case of a discrepancy, the FBO shall promptly pay, in cash, all additional rates, fees, and charges due the City, plus annual interest, calculated daily, on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

Aircraft Line Services. Each FBO shall offer and/or provide suitable hard surface aircraft maneuvering, parking, and hangar storage facilities; adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the Airport during peak periods; and adequate loading, unloading and towing equipment to safely and efficiently move and store aircraft in times of all reasonably expected weather conditions. The FBO shall also offer and/or provide adequate ground service equipment, including but not limited to, ground power and starting equipment, fire extinguishers, portable compressed air, towing equipment, recover disabled equipment, washing and cleaning facilities, and such other equipment, supplies and spare parts as may be reasonably required to service general aviation aircraft at the Airport in accordance with aircraft manufacturers recommendations.

Aircraft Tiedowns and Hangar Storage. The FBO shall offer paved aircraft tiedowns (including appropriate restraints) and hangar storage of sufficient size and layout to accommodate the types and sizes of general aviation aircraft that typically use the Airport.

5.4 Leased Premises

The FBO shall lease from the City the amount of land and existing buildings, or construct new buildings, of sufficient size and condition to adequately and efficiently accommodate: (a) FBO offices, public restrooms, customer waiting area and/or conference facilities, equipment storage area, flight planning room for customer use, kitchen and/or break room, and other

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space needed to accommodate the services provided; (b) the safe and efficient parking, storage, and movement of the type and class of aircraft that use the Airport, including paved ramp area for aircraft parking; (c) hangar(s) for aircraft storage with a (combined) minimum of 10,000 square feet gross storage area, which may include associated offices and equipment storage area; (d) the movement, parking, and storage of all ground service equipment (GSE); (e) if the Operator is providing any other services, sufficient additional land and buildings to provide such service(s) and necessary equipment; and (f) sufficient paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis during peak periods. Improvements shall meet all applicable federal, state, and city building and fire codes, as well as federal and state access requirements, including the Americans with Disabilities Act (ADA), as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with all applicable City, NHDOT, and FAA specifications and requirements.

5.5 Licenses, Permits, and Certifications

Each FBO shall obtain and maintain in current condition all necessary licenses, permits, and certifications applicable to the services being provided. Each FBO shall provide a copy of each license, permit, and certificate to the City, if requested by the City, including any renewal, update, or modification thereto.

5.6 Insurance

Each FBO shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

5.7 Fuel Storage Facilities

Each FBO shall construct and maintain, or lease from the City, adequate fuel storage facilities to meet reasonably anticipated demand. Fuel storage facilities (tanks) must be a permanent installation (i.e. no skids or other temporary installation), and must provide a minimum storage capacity of 10,000 gallons for 100 low lead Avgas and 10,000 gallon capacity for Jet A. The FBO shall ensure sufficient fuel storage capacity to reasonably limit the number of deliveries by the wholesale fuel supplier. Into aircraft fueling may not be conducted from wholesale fuel mobile vehicles. The FBO is responsible for ensuring that all fuel storage and dispensing facilities meet all current and applicable federal, state, and City codes and regulations, including NFPA.

5.8 Fueling Equipment

Each FBO shall provide and maintain the equipment and facilities required to service the types of general aviation aircraft normally frequenting the Airport. All equipment and facilities shall comply with all applicable city, state, and federal requirements.

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5.9 Other Equipment

Each FBO shall provide and maintain other equipment required to service the types of general aviation aircraft normally frequenting the Airport, including but not limited to tugs, power carts, tow bars, etc. All equipment shall comply with all applicable city, state, and federal requirements.

5.10 Personnel

During all operating hours, the FBO shall employ and have on duty trained personnel in such numbers with appropriate certificates and licenses as are required to meet reasonably anticipated demand in an efficient manner, for all services being provided by the FBO, including appropriate supervisory and managerial personnel. The FBO shall also have trained personnel available on an on-call basis at all times for emergency services.

5.11 Hours of Activity

The FBO must be open for business a minimum of twelve (12) hours per day, seven (7) days per week, to provide aircraft fueling and line services, as well as make their facilities available for customer access. Other aeronautical services will be provided during the periods specified in the following Sections for each service.

5.12 Subcontracting Services

The FBO may subcontract or use third party operators to provide any of the aeronautical services identified in Section 5.2, provided that each subcontractor meets all of the requirements of these Minimum Standards, has been prior-approved by the City in writing, and operates from the Fixed Base Operator's premises. Additionally, the FBO shall be fully responsible and liable for all of the acts, conduct, omissions, and errors of the subcontractor or third party while acting under agreement to the FBO on the Airport.

5.13 Aircraft Removal

Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance upon request by the City in order to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and have the equipment readily available that is necessary to remove the types of General Aviation Aircraft that normally use the Airport.

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SECTION 6. OTHER COMMERCIAL AERONAUTICAL SERVICES

6.1 Applicability

All Operators providing the commercial aeronautical services described below must meet, and are encouraged to exceed, the Minimum Standards prescribed for each service. Operators providing more than one commercial aeronautical service may meet the Minimum Standards by combining certain requirements (e.g. office space, rest rooms, conference rooms, etc.) to accommodate multiple services.

However, at a minimum, the facilities provided must adequately and reasonably accommodate the anticipated peak demand of any one or combination of multiple services provided.

Additionally, all services and facilities must be consistent with, or exceed, the quality and standards of similar services and facilities at similar or larger airports. The City shall determine whether services and facilities meet the condition defined herein. Any combination of Minimum Standards must be approved by the City prior to initiating service.

A Fixed Base Operator (FBO) approved by the City may, at its discretion, provide any or all of the following commercial services in addition to fuel sales, line services, and aircraft tiedown and hangar storage, and may provide as many of the following aeronautical services as it decides.

A Specialized Aviation Service Operator (SASO) is an Operator engaged in the business of providing at least one, but not more than two of the following aeronautical services on the Airport. A SASO is prohibited from providing aircraft fueling services or line services at the Airport; only an approved FBO can provide aircraft fueling services and line services. A SASO shall comply with all of the standards and provisions contained in this section. In addition, a SASO shall meet the minimum standards for each aeronautical service provided, as described in these Minimum Standards.

Each FBO and/or SASO must lease sufficient area of contiguous land on the Airport for the provision of any one of these services, or any combination of services, as may be necessary to adequately, safely, and efficiently provide such service(s).

Each Operator (FBO and SASO) will make their facilities and services available for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical users.

6.2 Aircraft Charter/Air Taxi

6.2.1 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate existing and/or future buildings and facilities with sufficient space for; (a) offices, flight planning, equipment storage, public restrooms, waiting and/or conference facilities for customer use, (b)

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aircraft storage and maneuvering to accommodate the make and model of aircraft used, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable local and state building and fire codes, as well as applicable federal, state, and city access provisions, including applicable Federal Aviation Regulations, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City and State's specifications and requirements.

6.2.2 Licenses, Permits, and Certifications

The Operator must hold a valid current FAA Air Charter and Taxi Operations Certificate issued under 14 CFR Part 135 or other appropriate Federal Aviation Regulation, with appropriate ratings and licenses as required by the FAA, and amended from time to time, for the services to be provided at the Airport.

6.2.3 Personnel

All pilots providing air taxi or charter services must be employed by the Operator, be fully qualified, current, and certificated by FAA for the particular air charter and air taxi service provided in each aircraft, as required by the FAA and amended from time to time. All management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific management position. The Operator shall also have available sufficient trained personnel for checking in passengers and handling luggage or cargo.

6.2.4 Equipment

The Operator must own or lease, and have available under its exclusive control, a minimum of one FAA-certificated and airworthy, all-weather aircraft, that is specifically identified on the Operator's FAA Part 135 operating certificate. Operator shall also own or lease sufficient ground and support equipment to safely, properly, and efficiently handle each aircraft it operates on the Airport.

6.2.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide air taxi charter services during normal business hours, five (5) days per week. The City may allow variations of that requirement. The Operator shall also have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.2.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

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6.3 Aircraft and Parts Sales (New & Used)

6.3.1 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, public restrooms, and waiting or conference facilities for customer use, (b) aircraft and parts storage and maneuvering, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.3.2 Licenses, Permits, and Certifications

The Operator must hold all valid current licenses, certificates, and permits, as may be required to for the sale of new and/or used aircraft and parts. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.3.3 Personnel

The Operators management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific sales position. The Operator shall have available sufficient trained personnel for demonstrating and servicing (as necessary) the aircraft and parts being offered for sale. If flight demonstrations and/or aircraft checkouts are offered as part of the aircraft sales service, then the Operator will have in its employment a sufficient number of suitably licensed and current pilots with the proper experience and licenses to demonstrate aircraft, and/or check out customers in each aircraft.

6.3.4 Equipment

The Operator shall own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for sale.

6.3.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide aircraft and parts sales and service during normal business hours, five (5) days per week. The City may allow variations of that requirement. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

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6.3.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.4 Aircraft Rental

6.4.1 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, flight planning, equipment use and storage, public restrooms, as well as training classrooms and facilities for customer use, (b) aircraft storage and maneuvering, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.4.2 Licenses, Permits, and Certifications

The Operator must hold valid current licenses, certificates, and permits, as may be required for the rental of aircraft to the public. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.4.3 Personnel

The Operators management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific management position. The Operator shall also have available sufficient trained personnel for customer demonstrations, pilot check out, and servicing (as necessary) of each aircraft being offered for rent or lease. If flight demonstrations and/or pilot checkouts are offered as part of the aircraft rental service, then the Operator will have in its employment a sufficient number of suitably licensed and current certified flight instructors, with the proper experience to demonstrate aircraft, and/or check out customers in each aircraft.

6.4.4 Equipment

All aircraft offered for rent shall be licensed and certificated by the FAA, and also be continuously maintained in an airworthy condition as prescribed by FAA. The Operator shall own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for rent or lease.

6.4.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide aircraft rental and lease services during normal business hours, five (5) days per week. The City may allow

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variations of that requirement. The Operator shall also have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.4.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.5 Aircraft Painting, Refurbishing, and Restoration

6.5.1 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, workshops, equipment storage, restrooms, and waiting or conference facilities for customer use, (b) performing aircraft painting, refurbishment, or restoration, including maneuvering aircraft and equipment indoors, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, including applicable Federal Aviation Regulations, as well as be in full compliance with Section 3, above. Aircraft restoration, painting, or refurbishment shall be conducted indoors in properly equipped and licensed hangars and facilities. All painting, refurbishing, and restoration activities and services must be conducted in full compliance with all appropriate City, State, and Federal environmental laws and regulations. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.5.2 Licenses, Permits, and Certifications

The Operator must hold a valid current FAA Certificate, with appropriate ratings and licenses as required by the FAA, and amended from time to time, applicable to the service(s) to be provided at the Airport. In the case of aircraft painting, the Operator shall obtain and maintain current all permits and approvals to safely and efficiently conduct that service in full compliance with applicable federal, state, and city environmental laws, regulations, and ordinances and have and maintain in current status all pertinent environmental licenses, permits, and approvals. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.5.3 Personnel

All management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific position. The Operator shall have available in their employ sufficient trained, licensed, and experienced personnel to adequately perform each service being offered.

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6.5.4 Equipment

Operator shall own, lease, or otherwise control sufficient equipment to properly and efficiently provide the services being offered. In the case of aircraft painting, the Operator shall own or lease all of the equipment necessary to safely and efficiently conduct that service in full compliance with applicable federal, state, and city law, regulations, and ordinances.

6.5.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide these services during normal business hours, five (5) days per week. The City may allow variations of that requirement. Any aircraft restoration and/or painting that is required to be accomplished outdoors can only be performed in areas designated and approved by the City, and only during normal business (daylight) hours on weekdays. Such services may only be performed at other times and/or in different locations with prior written approval by the City. Such activities may only be conducted in full compliance with all applicable environmental permits, requirements, conditions, or restrictions. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.5.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.6 Aircraft Storage Hangars

6.6.1 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate hangar buildings, associated facilities (such as offices, equipment storage space, etc.) with sufficient space for; (a) aircraft storage and maneuvering, (b) offices, equipment storage, and rest rooms, as appropriate for the type of hangar (b) paved apron in front of hangar doors; (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, including fire sprinklers or other suppression systems as determined by the City and/or state; and meet all applicable federal, state, and city access provisions, including the Americans with Disabilities Act (ADA), as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.6.2 Licenses, Permits, and Certifications

The Operator must hold valid current licenses, certificates, and permits, as may be required and applicable for the rental and/or lease of hangar space to the public. At the request of the

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City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.6.3 Personnel

The Operators management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific position. The Operator shall have available sufficient trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently. Operator shall not allow personnel to move, park, or store aircraft in hangar(s) unless the personnel are: in the Operators employ; have been adequately trained in aircraft maneuvering, parking, and storage; demonstrated necessary competency to maneuver, park, and store aircraft and the associated equipment; and meet all of the requirements specified by the commercial insurance policy covering the Operator.

6.6.4 Equipment

The Operator shall own or lease sufficient equipment to properly and efficiently handle and maneuver each aircraft being stored in each of Operator's hangar.

6.6.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to ensure that each hangar is available so that aircraft owners and operators have access to their aircraft 24 hours per day, seven days per week. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.6.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.7 Airframe and Powerplant (A&P) Maintenance

6.7.1 Leased Premises

The Operator shall lease, or sublease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, workshops, equipment storage, public restrooms and waiting areas for customer use, (b) performing airframe and powerplant maintenance, overhaul, and repairs, including maneuvering aircraft and equipment indoors, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Operator's facilities shall meet all applicable building and fire codes, as well as all applicable federal, state, and city access provisions, including applicable Federal Aviation Regulations, as well as be in full compliance with Section 3, above. Airframe and powerplant maintenance, overhaul, and repairs shall be conducted indoors in properly equipped hangars or other facilities on Operators leasehold area, except when such services, such as engine run-ups, are required to be accomplished outdoors. All facilities, grounds, and improvements shall

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be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.7.2 Licenses, Permits, and Certifications

The Operator must hold a valid current FAA certificates issued under 14 CFR Part 145, or other appropriate federal aviation regulation, with appropriate ratings and licenses as required by the FAA, and amended from time to time, for the maintenance and repair services to be provided at the Airport. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.7.3 Personnel

All management and maintenance personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific position. The Operator shall have available in their employ sufficient trained, licensed, and experienced personnel to adequately perform each maintenance and repair service being offered, as well as adequate on-site management personnel.

6.7.4 Equipment

The Operator must own or lease sufficient equipment to properly and efficiently provide airframe and powerplant maintenance and repair services.

6.7.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide these services during normal business hours, five (5) days per week. The City may allow variations of that requirement. Any aircraft and/or powerplant maintenance, overhaul, or repair services, such as engine run-ups, that are required to be accomplished outdoors, can only be performed in areas designated and approved by the City, and only during normal business (daylight) hours on weekdays. Such services may only be performed at other times and/or in different locations with prior written approval by the City. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.7.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.8 Avionics/Aircraft Instrument Maintenance and/or Sales

6.8.1 Leased Premises

The Operator shall lease, or sublease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices and workshops for performing

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avionics and aircraft instrument sales, maintenance, overhaul, and repairs, (b) equipment storage, public restrooms and waiting or conference facilities for customer use and (c) maneuvering aircraft and equipment indoors (as appropriate), (d) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, including applicable federal aviation regulations, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.8.2 Licenses, Permits, and Certifications

The Operator must hold valid and current FAA certificates issued under appropriate federal aviation regulations, with appropriate ratings and licenses as required by the FAA, and amended from time to time, for the specific services to be provided at the Airport. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.8.3 Personnel

All management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific position. The Operator shall have available in their employ sufficient trained, licensed, and experienced personnel to adequately perform each service being offered.

6.8.4 Equipment

The Operator must own or lease sufficient equipment to properly and efficiently perform avionics and instrument sales and repairs.

6.8.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide avionics and instrument sales and repair services during normal business hours, five (5) days per week. The City may allow variations of that requirement. Any maintenance or repair services that are required to be accomplished outdoors can only be performed in areas designated and approved by the City, and only during normal business (daylight) hours on weekdays. Such activities may only be performed at other times and/or in different locations with prior written approval by the City. Such activities may not interfere with or disrupt any communications or navigation facilities, or any other electronic activity, at the Airport. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

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6.8.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.9 Flight Training and/or Ground Training

6.9.1 Leased Premises

The Operator shall lease, or sublease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, flight planning, ground school training, public restrooms, and waiting or conference facilities for customer use, (b) training aircraft storage and maneuvering, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Operators facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, including applicable federal aviation regulations, as well as be in full compliance with Section 3, above. If flight simulators are used, sufficient space and power supplies must be available to safely accommodate all flight simulators. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.9.2 Licenses, Permits, and Certifications

The Operator must hold valid current licenses, certificates, and permits, as may be required to for the training of pilots. Operator may be certified by the FAA and operate under the provisions of 14 CFR Chapter 141, Pilot Schools, or operate under 14 CFR Part 61, Certification: Pilots, Flight Instructors, and Ground Instructors, at its discretion. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

6.9.3 Personnel

The Operators management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific management position. The Operator shall have available in its employment a sufficient number of suitably licensed and current certified flight and ground instructors, with the proper and appropriate experience, licenses, and ratings, to adequately and safely conduct the training services being offered.

6.9.4 Equipment

The Operator shall own or lease sufficient equipment to properly handle and operate each aircraft being offered for flight training, as well as ground training, including simulators. All equipment will be maintained in such a manner as to be fully operational and in compliance with appropriate guidelines and recommendations, and meet all applicable requirements set by the FAA and as may be amended from time to time.

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6.9.5 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide flight and ground training services during normal business hours, five (5) days per week. The City may allow variations of that requirement. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.9.6 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

6.10 Specialized Commercial Flying Services

6.10.2 Introduction

For the purpose of these Minimum Standards, "Specialized Commercial Flying Services" are specialized commercial flying services, which may include aerial filming, aerial patrol (such as powerlines, gas lines, environmental surveys, etc.), construction support, medical transportation, agricultural support/application, parachuting, banner towing, and other specialized services that may be identified by an Operator or the City. All specialized commercial flying services defined herein, or that may be identified by an Operator in the future, must be approved by the City before such services may be offered. The City may impose any conditions or restrictions on any such specialized flying services as may be necessary for the safe and efficient operation of the Airport.

6.10.3 Leased Premises

The Operator shall lease a sufficient amount of land to adequately accommodate buildings and facilities with sufficient space for; (a) offices, flight planning, equipment storage, restrooms, and waiting or conference facilities for customer use, (b) aircraft storage and maneuvering, (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Operators facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, including applicable federal aviation regulations, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

6.10.4 Licenses, Permits, and Certifications

The Operator must hold valid current licenses, certificates, and permits, as may be required to for the conduct of each specialized flying service as required by the FAA and State of NH. At the request of the City, the Operator will provide copies of all such licenses, certificates, and permits to the City, including any amended or changed documents.

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6.10.5 Personnel

The Operators management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each management position for the specific service being offered. The Operator shall have available in its employment a sufficient number of suitably licensed and current certified pilots and support staff, with the proper experience, licenses, and ratings, to safely, adequately and efficiently conduct the specialized services being offered.

6.10.6 Equipment

The Operator shall own or lease sufficient equipment to properly handle and operate each aircraft and other equipment appropriate for each specialized flying service offered. All equipment will be maintained in good or better condition, and meet all applicable requirements set by the FAA and as may be amended from time to time.

6.10.7 Hours of Activity

The Operator shall have sufficient equipment and personnel available to provide specialized flying services during normal business hours, five (5) days per week. The City may allow variations of that requirement. The Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

6.10.8 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

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SECTION 7. AERONAUTICAL SERVICE PROVIDERS SUBLEASING FROM ANOTHER

Aeronautical service providers, including FBO and SASO, as defined in these Minimum Standards, may sub-lease or sub-contract services and/or facilities to another Commercial Aviation Operator, under the following conditions:

- a) The sub-lessee and/or the sub-contractor will fully comply with all of the provisions of these Minimum Standards, as well as all applicable rules, regulations, ordinances, leases, permits, agreements, and other requirements established by the City, State of NH, the FAA, or other agency that may govern the Operator and its services.
- b) The City will be notified in writing of any proposed sub-lease or sub-contract, or other similar agreement, a minimum of 30 days before such sub-leases, sub-contracts, or other similar agreements may be entered into or executed by the Operator. The City reserves the right, at its sole discretion, to review and approve such agreement. If the City does not approve the proposed sub-lease or sub-contract or similar agreement, said agreement may not be entered to by the Operator.
- c) The sub-lessee, and/or the sub-contractor will be responsible for making all payments and fulfilling all other financial obligations between the Operator and the City.
- d) The sub-lessee, and/or the sub-contractor maintains in effect and full force all of the insurance coverages and liabilities which the Operator is required to maintain, including holding the City harmless.
- e) The Operator is fully responsible and liable for all actions, conduct, statements, errors, and omissions by the sub-lessee and/or the sub-contractor.
- f) The Operator shall provide the City with a minimum of sixty (60) day notice in writing prior to any change in the sub-lease and/or sub-contract agreement. The City may, at his or her discretion, review and/or approve any proposed change to any sub-lease or sub-contract agreement in writing prior to any change being executed.

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SECTION 8. NON-COMMERCIAL PRIVATE/CORPORATE OPERATOR

8.1 Definition

Non-commercial private/corporate operator means any aeronautical activity by an entity that provides aviation service(s) or operates equipment and/or facilities on the Airport solely for its own benefit, not for the benefit of the public, nor for any compensation, hire, or profit. Non-commercial and non-profit aircraft operations shall be conducted under 14 CFR Part 91, General Operating and flight Rules, unless otherwise required by the FAA.

8.2 Scope of Activity

Non-commercial private/corporate activity may include but not be limited to any non-commercial activities and services classified by FAA as general aviation activity. Such activities may include, but not be limited to, non-profit flying clubs, non-profit aviation organizations, corporate aircraft shuttle services, etc.

8.3 Leased Premises

The non-commercial Operator shall lease, or sublease a sufficient amount of land and/or buildings in areas designated by the City to adequately accommodate the intended service and/or activity being conducted on the Airport. All facilities shall meet all applicable building and fire codes, as well as applicable federal, state, and city access provisions, including applicable federal aviation regulations, as well as be in full compliance with Section 3, above. All facilities, grounds, and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the City. Operator's security system must fully comply with the City's specifications and requirements.

8.4 Licenses, Permits, and Certifications

Each Operator shall obtain and maintain in current condition all necessary licenses, permits, and certifications applicable to the services being provided. If requested by the City, each Operator shall provide a copy of each license, permit, and certificate to the City, including any renewal, update, or modification thereto.

8.5 Hours of Activity

No minimum hours of operation are required for this particular service. However, the Operator shall have management personnel available on an on-call basis at all times in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

8.6 Personnel

During all operating hours, the Operator shall have on duty trained personnel in such numbers with such certificates and ratings as are required to meet reasonably anticipated demand in an efficient manner, for all services being provided by the Operator, including appropriate supervisory and managerial personnel.

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8.7 Subcontracting Services

The Operator may subcontract or use third party operators to provide any of the aeronautical services, provided that each subcontractor meets all of the requirements of these Minimum Standards, has been prior-approved by the City in writing, and operates from the Operator's premises. Additionally, the Operator is fully responsible and liable for all of the acts, conduct, omissions, and errors of the subcontractor or third party while acting under agreement to the Operator on the Airport.

8.8 Insurance

The Operator shall carry and maintain throughout the term of their lease, permit, or agreement with the City the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

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SECTION 9. SELF-FUELING AND SELF-SERVICE AIRCRAFT SERVICING

9.1 Permit/Approval

No aircraft owner or operator, party, company, or entity shall engage in aircraft self-fueling and/or self-servicing, including constructing, installing, or leasing fuel tanks, or dispensing fuel into an aircraft, unless a valid Self-Fueling Permit authorizing such activity has been obtained from the City. The Permit shall include specific limitations and requirements for self-fueling and/or self-service aircraft servicing, and the Permit shall not reduce or limit Permittee's obligations with respect to these Self-Fueling minimum standards, which shall be included in the Permit by reference.

Prior to issuance and subsequently upon request by the City, Permittee shall provide evidence of ownership and/or control of any aircraft being operated (under the full control of) and fueled and/or serviced by Permittee, and that said aircraft are based on the Airport.

Permittee may acquire fuel from an FBO on the Airport in lieu of constructing its own storage facilities, if a written agreement has been reached with the FBO on the Airport, and submitted to the City for review and approval.

9.2 Licenses, Certifications, and Permits

Permittee shall obtain and maintain in full force all federal, state, and local licenses, certificates, and permits that are required to conduct self-fueling and/or self-service aircraft servicing activities on the Airport. Permittee shall provide to the City evidence of all such licenses, certificates, and permits, including any amendments or revisions to same.

9.3 Limitations

The Permittee shall not sell, trade, barter, or otherwise dispense any fuels to any other based or transient Aircraft for commercial or other purposes. The Permittee shall not dispense any fuels to and/or service any based or transient aircraft that are not owned by or under the full control of Permittee. Any such selling, trading, bartering, dispensing or aircraft servicing shall be grounds for revocation of the Permit by the City.

9.4 Reporting

Permittee shall maintain on file, and submit to the City, current fuel reports. Permittee shall report all fuel delivered to the approved Permittee's fuel storage facility as well as Permittee's Aircraft during each calendar month. Permittee shall submit a summary report along with appropriate fees and charges due the City on or before the 10th day of the subsequent calendar month. Permittee shall, during the term of the Permit and for three (3) years thereafter, maintain records identifying the total number of aviation fuel gallons purchased, delivered, and transferred into owners aircraft. Records (and meters) shall be made available for audit by the City or designated representatives of the City. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the City, plus annual interest, calculated daily, on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

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9.5 Design and Operating Standards

Each Permittee Intending to self-fuel and/or self-service their aircraft shall comply with the following standards, codes, and requirements applicable to self-fueling service and self-service aircraft servicing, as may be amended or updated from time to time:

- National Fire Protection Association (NFPA) 407, "*Standard for Aircraft Fuel Servicing*"
- FAA Airport Circular AC 150/5230-4A, "*Aircraft Fuel Storage, Handling and Dispensing on Airports*"
- FAA Advisory Circular 00-34A "*Aircraft Ground Handling and Servicing*"
- Applicable State of New Hampshire requirements, and City of Concord Land Development Regulations, as well as City Building and Fire Codes, as may be amended from time to time
- Develop, maintain, and fully comply with an approved and current SPCC Plan, which must be fully consistent with City's SPCC plan.
- Develop, maintain, and fully comply with an approved and current Standard Operating Procedures (SOP) and Emergency Response Plan
- All employees involved in fueling and line services must successfully complete fuel handling, training, and licensing requirements, including NH Department of Environmental Services Underground Storage Tank (UST) Training and Certification

All facilities and improvements constructed, leased, or operated by the Permittee shall also be in full compliance with Section 3, above. Permittee's security system must fully comply with the City's specifications and requirements.

9.6 Fuel Products and Hours of Operation

Permittee shall acquire, store, and dispense only fuel and other products that comply with appropriate federal and state standards and guidelines. Permittee is not subject to minimum number of hours of operation or times of operation. However, Permittee must operate in accordance with any procedures or limitations established by the City.

9.7 Fuel Storage

If Permittee installs and operates its own fuel storage facilities, it shall arrange and demonstrate to the City, to the City's satisfaction, that satisfactory arrangements have been made for the delivery and storage of fuel in fuel storage tanks located on the Permittee's leasehold area, and approved by the City. Permittees shall lease sufficient land to install adequate fuel storage facilities, including vehicle access, parking, setbacks, etc., as may be required, in the designated fuel storage area approved by the City. Permittee shall ensure that all fuel storage facilities are in full compliance with all applicable federal, state, and city regulations, ordinances, and guidelines. Permittee shall construct, install, or lease fuel storage facilities of sufficient capacity to ensure that deliveries by the fuel supplier (wholesale) ground vehicles are limited to a reasonable number.

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Permittee shall adopt and maintain a current spill prevention controls and countermeasures plan in accordance with applicable federal, state, city, and City laws, rules and regulations, which shall be consistent with the City's current SPCC Plan.

Permittee shall develop and maintain Standard Operating Procedures (SOP) and Emergency Plan for fueling and ground handling. Permittee's SOP shall include a training plan, fuel quality assurance procedures, record keeping, best management practices, Airport security procedures, and emergency response procedures for fuel fires and spills. Permittee's SOP shall also address bonding and fire protection; public protection; control of access to fuel storage facilities and vehicles; and marking and labeling of fuel storage tanks and refueling vehicles. Permittee's SOP shall be submitted to the City for review, comment, and approval.

9.8 Hours of Activity

No minimum hours of operation are required for this particular service. However, the Permittee shall have management personnel available on an on-call basis at all times in order to respond to requests from government agencies, as well as emergency response, with Permittee response time not to exceed 60 minutes.

9.9 Permittee Liability and Responsibility

Permittee shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel and/or other products. Permittee shall be liable and responsible for all cleanup and remediation activities and costs that may be required by federal, state, and city agencies. Permittee shall be responsible for ensuring that all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants.

9.10 Fueling Equipment

The Permittee shall provide proper fuel dispensing equipment to service aircraft, including mobile fuel dispensing trucks to service owner's aircraft based at the Airport. In addition, Permittee shall have available all equipment necessary for the collection of any fuel spill or dispersal of other contaminants. If more than one grade of fuel is dispensed, separate dispensing pumps for each grade of fuel are required. Fuel may only be stored in approved storage tanks. All fuel handling and storage facilities, equipment and procedures shall strictly comply with all applicable federal, state, city and local laws, rules and regulations, including without limitation, the most current rules and regulations promulgated by the federal, state, and city agencies.

9.11 Personnel

All fueling personnel shall be properly trained and qualified to perform their duties. Records of successful completion of said training, including certificates, etc., shall be maintained by the Permittee, and submitted to the City. All fueling personnel shall document that they have received appropriate training in, and are fully familiar with, all pertinent Airport operating rules and regulations, in particular those dealing with Airport access; Airport security; emergency response; communications; and any other information required by the City. Permittee is

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responsible for ensuring and documenting that all fueling personnel have successfully completed the appropriate background and security checks as required by the City, FAA, and TSA, and that all personnel have received the appropriate badges and/or any other approvals from the City that may be required to access the Permittees fuel tank(s) and aircraft on the Airport.

9.12 Insurance

The Permittee shall carry and maintain throughout the term of their lease, permit, or agreement with the Airport the insurance coverages that meets (or exceeds) the requirements specified in the lease, permit, or agreement.

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MINIMUM STANDARDS AND PROCEDURES
FOR CONCORD, NEW HAMPSHIRE
MUNICIPAL AIRPORT

**MINIMUM STANDARDS AND PROCEDURES FOR CONCORD, NEW HAMPSHIRE
MUNICIPAL AIRPORT**

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MINIMUM STANDARDS AND PROCEDURES FOR CONCORD, NEW HAMPSHIRE MUNICIPAL AIRPORT

SECTION 1. PURPOSE, INTENT AND REQUIREMENTS

- 1.1 The purpose of these Standards and Procedures is: to allow for the establishment and orderly development of a sound economic base upon which the Airport will thrive and experience a stable growth pattern; to insure that the public receives reliable, safe, adequate and non-discriminatory service from Operators conducting commercial activities at or from the Airport; to insure that Operators conducting aeronautical activities at the Airport receive fair, equitable and non-discriminatory treatment as compared to others conducting the same or similar activities at the Airport; and to permit, consistent with the foregoing, the public to establish non-commercial leaseholds at the Airport for aeronautical purposes as, for example, the construction or purchase of individual aircraft storage.
- 1.2 The intent herein is to categorically identify those minimum standards and procedures by which all persons, firms or other legal entities conducting commercial (revenue producing) or non-commercial aeronautical or non-aeronautical activities at the Airport shall conduct their respective operations.
- 1.3 The requirements set forth in these Standards and Procedures are intended to ultimately protect the public health, safety and other interests; and, to foster and promote the continued development of the Airport in a safe and efficient manner.
- 1.4 Any provisions contained herein to the contrary notwithstanding, it is not intended that these Standards and Procedures be applicable to a scheduled or certificated or scheduled commuter airlines operating under FAR Part 121 or 135 and such are specifically exempted from these Minimum Standards and Procedures.

SECTION 2. IMPLEMENTATION AND APPLICATION

- 2.1 The implementation and application of these Standards and Procedures shall be accomplished by the City of Concord, through its City Manager.
- 2.2 These Standards and Procedures shall be published and appended to all current lease and operating agreements and shall be considered a part of all lease and operating agreements which the City of Concord may enter into relating to Concord Municipal Airport.

- 2.3 Any person, firm or legal entity wishing to become an Operator or a Non-Operator Tenant on the Airport shall make written application to the Owner in the manner and form prescribed herein and as may be further prescribed by the Owner. In every case the Applicant shall submit the following information, as applicable:
- a. Applicant's legal name and address.
 - b. Applicant's primary business.
 - c. Applicant's express purpose in applying to become an Operator or a Non-Operator Tenant on the Airport.
 - d. Applicant's express intent for utilization of land and facilities to be occupied and the services, if any, intended to be provided to the public.
 - e. Applicant's estimate of costs to be incurred for the development and improvement of the leasehold applied for.
 - f. Applicant's schedule for commencement of lease term and construction and operation of leasehold improvements.
 - g. Applicant for Operator shall provide qualified references attesting to his financial responsibility and technical ability as related to his proposed business.
 - h. Applicant shall provide, prior to commencement of leasehold, the names and addresses of personnel responsible for the security and day-to-day use of the leasehold. Applicant for Operator shall provide additionally, prior to commencement of operation, the names, addresses and qualifications of those key (management) personnel who will be involved with the day-to-day operation of the business intended.
 - i. Applicant for Operator shall, when the Owner deems it necessary, provide a paved taxiway to accommodate aircraft movement from the Operator's facilities to the existing Airport taxiway system.

SECTION 3. GLOSSARY OF TERMS-FOR THE PURPOSES OF THIS DOCUMENT
CERTAIN TERMS AND WORDS SHALL BE INTERPRETED AS FOLLOWS:

- 3.1 Owner, the City of Concord.
- 3.2 Airport, the land, and developments designated by the City as Concord Municipal Airport shall include, but not necessarily be limited to, all runways, taxiways, rights of way, control tower(s), ramps, aprons, aircraft and vehicle parking improvements, utilities, facilities or other real property designated by the City as part of the Airport.
- 3.3 Aircraft, any and all contrivances now or hereafter used for the navigation of, or flight in air or space, including but not necessarily

limited to airplanes, airships, dirigibles, helicopters, gliders, amphibians and sea planes.

- 3.4 Applicant, a person, firm, or legal entity desiring to acquire use of a portion of the Airport, to establish or use any facility on the Airport for any aeronautical activity or other purpose, or to operate Through The Fence; and who shall apply in writing in the manner and form prescribed for the right to do so.
- 3.5 Operator, a person, firm, or legal entity who has applied for and received written permission to engage in a commercial activity, on or from the Airport; and, has entered into and executed the required lease and operating agreement. An Operator shall in all cases be a Tenant or an approved Through The Fence Operator, and the term Operator as used throughout these Standards and Procedures shall include both Tenant Operators and Through The Fence Operators.
- 3.6 Tenant, a person, firm or legal entity who has applied for and received written permission to establish a leasehold at the Airport whether for commercial activity or not. The term Tenant as used throughout these Standards and Procedures shall include Operators, except Through The Fence Operators, and Non-Operator Tenants.
- 3.7 Commercial Activity, any on-going activity conducted at, on, or from the Airport, offered to the public or part thereof, and intended to result in monetary gain. Use of the Airport by a business for its own purposes, such as basing of corporate aircraft, would not constitute commercial activity in the sense of the term as used in these Standards and Procedures.
- 3.8 Aeronautical Activities, any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- 3.9 Standard Construction Specifications, shall include, but not necessarily be limited to:
 - a. Federal Aviation Administration "Standards for Specifying Construction of Airports."
 - b. All other applicable Federal, State, Local and Owner building codes or other rules and/or regulations controlling construction on public Airports.
- 3.10 A Fixed Base Operator, hereafter referred to as "FBO", shall be any Operator located on the Airport and performing any one or more of the following "FBO" categories and functions:
 - a. FBO, Category I, Fuel Sales: this Operator shall provide line services to include the sale and into-plane delivery of recognized brands of aviation fuels, lubricants and other related aviation petroleum products. This FBO function shall include, in addition to the above, the necessary ramp assistance in the parking of such aircraft as may require the above services.

- b. FBO, Category II, Flight Instruction: this Operator shall provide flight training and instruction or pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.
- c. FBO, Category III, Aircraft Charter and Air Taxi: this Operator shall be engaged in the business of providing air transportation (person or property) to the general public for hire, either on a charter basis (Commercial Operations) as defined in the Federal Aviation Act and FAR Part 135 as amended or replaced, or otherwise.
- d. FBO, Category IV, Aircraft Sales: this Operator shall be engaged in the sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise; and provide such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by him.
- e. FBO, Category V, Aircraft Rentals: this Operator shall be engaged in the rental of Aircraft (fixed or rotary wing) for operation by student pilots or other pilots not employed by the Operator.
- f. FBO, Category VI, Aircraft Airframe and Powerplant Repair and Maintenance: this Operator shall be engaged in the maintenance and repair of airplanes, power plants, propellers and accessories, and shall employ at least one person currently certificated by the FAA with ratings appropriate to the work being performed. This category shall include the sale of aircraft parts and accessories.
- g. FBO, Category VII, Aircraft Painting and Repair of Interiors: this Operator shall be engaged in the business of providing a shop for either or both the painting of aircraft and the repair, rehabilitation, or renovation of aircraft interiors.
- h. FBO, Category VIII, FAA Authorized Repair Station for Avionic Sales and Service: this Operator shall be engaged in the business of and providing a shop for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, instruments, and accessories.
- i. FBO, Category IX, Aircraft Parking and Storage: this Operator shall be engaged commercially in the business of either or both the temporary and permanent parking or storage of aircraft at the Airport.
- j. FBO, Category X, Specialized Commercial Flying Services: this Operator shall be engaged in the air transportation for hire for the purpose of providing the use of aircraft for the following

activities:

1. Nonstop sightseeing flights that begin and end at the same Airport.
 2. Cropdusting, seeding, spraying, and bird chasing.
 3. Banner towing and aerial advertising.
 4. Aerial photography or survey.
 5. Fire fighting.
 6. Power line or pipe line patrol.
 7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.
- k. FBO, Category XI, Ultralights: this Operator shall be engaged in sales, service, rental and operations of Ultralight Vehicles.
- l. FBO, Category XII, Multiple Services: this Operator shall be engaged in any two (2) or more of the FBO categories hereinbefore defined.

3.11 Leasehold Improvements, shall include, but not necessarily be limited to any modification, alterations or repairs, either of a structural or architectural nature, performed by the Tenant at his sole cost and expense. Any such improvements shall be accomplished only after the Owner has approved the Tenant's written application requesting same. In all instances, unless provided otherwise in the lease or operating agreement, upon the termination or natural expiration of a lease or operating agreement, title to such improvements shall revert to and vest with the Owner, at the option of the Owner.

3.12 Ultralight Vehicle: any vehicle as defined in SECTION 103.1 of Federal Aviation Regulations Part 103.

SECTION 4. STATEMENT OF POLICY

- 4.1 It is the policy of the Owner to grant leases, operating rights, or a combination of leases and operating rights on the Airport to those qualified Applicants who have duly made application in the manner and form prescribed.
- 4.2 Upon the consideration of the Applicant, the Owner shall determine whether or not the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

- 4.3 It is the Owner's intent to have prepared, and make available, an Airport Layout Plan which will be a scaled, dimensional layout of the entire Airport property, indicating in general current and proposed usage for commercial and noncommercial uses.
- 4.4 All present Tenants and Operators conducting operations on the Airport prior to the effective date of these Standards and Procedures may be allowed to continue operations without fully complying with the portions of these Standards and Procedures relating to the number of categories and to the physical requirements of land and buildings so long as the Owner determines that the continuation of such an operation is in the public interest and does not conflict with any FAA requirement, or if the Owner determines that it would be an extreme hardship, financial or otherwise, for such an Operator to fully comply with said portions of these Standards and Procedures. When an existing lease of any present Tenant, who in accordance with this sub-section is not made to fully comply with these Standards and Procedures, expires, such Tenant shall at the time of expiration of such existing lease be required to comply as nearly as possible with all the provisions of these Standards and Procedures.
- 4.5 All Applicants shall meet the Standards recited herein which pertain to their respective categories.
- 4.6 It is the intent of the Owner to examine each Applicant's qualifications. Each Applicant shall be responsible to provide satisfactorily evidence to the Owner of his respective technical ability and financial responsibility, including the capability to meet the insurance requirements as stated herein.
- 4.7 The Owner may review these Standards and Procedures from time to time and may enact such revisions or amendments as shall be deemed necessary properly to protect the health, safety and interest of the public. Upon enactment of such amendments, all Operators and Tenants shall be required to conform to such amended standards.
- 4.8 In addition to the requirements of the FAA, the Owner may establish and implement such rules and regulations as may be required for the (i) safe and orderly operation of the Airport (ii) the safe and orderly operation of aircraft in the Airport traffic area and airspace surrounding the Airport, and (iii) the safe and orderly operation of aircraft on the ground.
- 4.9 A person, firm or legal entity shall not act as an Operator or Tenant or conduct any commercial activity of any kind or nature whatsoever on the Airport until such time as that person, firm or legal entity has (i) applied for and received permission to so act, and (ii) has entered into and executed a lease or lease and operating agreement with the Owner. Each successful Applicant shall, within thirty (30) business days after having received written approval of his application, be ready, willing and able to enter into a written lease or lease and operating agreement with the Owner, in a form and manner prescribed by the Owner. In the case of an air charter operation which is not based at the Airport but which operates to and from the Airport, the

payment of all applicable landing, parking or other levied fees by the non-based air charter operation shall be deemed sufficient to meet the requirements of this paragraph.

- 4.10 Rights and privileges granted under these Standards and Procedures shall not be exclusive.
- 4.11 It is the intention of the Owner to enter into and execute a lease or lease and operating agreement with the approved Applicant as soon as possible after such application is approved.
- 4.12 No applications approved or lease or operating agreement executed under these Standards and Procedures shall be transferrable, nor shall any sublease be executed, without the prior written consent of the Owner. Sale of the majority of the voting stock of a corporation shall be deemed a transfer to which consent cannot unreasonably be withheld.
- 4.13 All lease and operating agreements shall contain a covenant reciting the Operator's or Tenant's obligation to pay an amount for the annual rental of agreed space.
- 4.14 With regard to land having access to the Airport runway/taxiway system, it is the intent of the Owner to restrict the amount of land leased to any Operator or Tenant to the minimum area reasonably required for the specific aviation purposes which the Operator or Tenant agrees to conduct on the leased premises within two (2) years of the effective date of the lease. The Owner will reserve in each lease the right to terminate the rights of any Operator or Tenant on any leasehold, or any portion thereof, on which the Operator or Tenant has not made agreed improvements or conducted an agreed activity within the two years.
- 4.15 Each Operator shall provide within the lease area adequate auto parking space to accommodate all of the Operator's employees and customers and provide a paved walkway to accommodate pedestrian access to the Operator's office and facilities.
- 4.16 Through The Fence Operation activities are authorized in accordance with City Council Resolution #5665, dated April 11, 1983, and are subject to Standards established in Section 17.

SECTION 5. STANDARDS AND PROCEDURES FOR PBO - CATEGORY I - FUEL SALES

- 5.1 The Operator shall lease from the Owner an area of not less than 40,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft storage and maintenance and at least an additional 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron and a paved taxiway

within and without the leased area to accomodate aircraft movement from the Operator's facilities to the existing Airport taxiway system.

- 5.2 The Operator shall provide at least two ten thousand gallon fuel storage tanks at the Airport and maintain an adequate supply, if available, of aviation gas in one tank and jet fuel in the other. If in the judgement of the Owner, public demand requires it, the Operator shall provide a third ten thousand gallon fuel storage tank and maintain in it an adequate supply of a second grade of aviation gas at all times. The Operator shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel.

The Operator shall provide such minor repair service that does not require a certificated mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.

The Operator shall procure and maintain tools, jacks, and such equipment as necessary to provide for aircraft towing, repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with Federal, State and Local requirements.

- 5.3 In conducting refueling operations, every Operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing aircraft.
- 5.4 The Operator shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
- 5.5 The Operator shall have the premises open for aircraft fueling and oil dispensing service during daylight hours seven (7) days a week. The Operator shall make provision for such service during hours of darkness on a call basis.
- 5.6 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner. Said personnel shall be trained in operating the fire fighting equipment specified in 5.3 above.

SECTION 6. STANDARDS AND PROCEDURES FOR FBO - CATEGORY II - FLIGHT INSTRUCTION

- 6.1 The Operator shall lease from the Owner an area of not less than

40,000 square feet of ground space and on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft storage and at least an additional 1,000 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.

- 6.2 The Operator shall have available for use in flight training, aircraft either owned or under written lease to Operator. The aircraft shall be equipped consistent with the types of flight instruction offered.
- 6.3 The Operator shall provide adequate mock-ups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction.
- 6.4 The Operator shall have a flight instructor who is properly and currently certificated by the Federal Aviation Administration to provide the types of training offered.

SECTION 7. STANDARDS AND PROCEDURES FOR FBO - CATEGORY III - AIRCRAFT CHARTER AND AIR TAXI

- 7.1 The Operator shall lease from the Owner an area not less than 40,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft storage and at least an additional 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide adequate auto parking space within the leased area to accommodate all of the Operator's employees and customers.
- 7.2 The Operator shall provide, either owned or under written lease to Operator, not less than one (1) four-place aircraft which must meet the requirements of the air taxi commercial Operator certificate held by the Operator, including instrument operations.
- 7.3 The Operator shall provide on-call service on a 24 hour basis.
- 7.4 The Operator shall have in his employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) pilot appropriately rated by Federal Aviation Administration to permit the flight activity offered by the Operator.

SECTION 8. STANDARDS AND PROCEDURES FOR FBO - CATEGORY IV - AIRCRAFT SALES

- 8.1 The Operator shall lease from Owner an area of not less than 40,000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft storage, and at least an additional 1,000 square feet of floor space for office, customer lounge, and rest rooms, which shall be properly heated and lighted,

and shall provide telephone facilities for customers use.

- 8.2 An Operator shall not sell new aircraft unless he has a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft or is operating under a written agreement with a distributor or sales franchisee.
- 8.3 The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop Operator at the Airport. The Operator shall provide an adequate inventory of spare parts for the type of aircraft for which sales privileges are granted.
- 8.4 The Operator shall provide current, up-to-date specifications and price lists for types and models of aircraft sold.
- 8.5 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person having a current, private pilot certificate and minimum hour requirement as specified by FAA for type and category of aircraft to be demonstrated for sale.

SECTION 9. STANDARDS AND PROCEDURES FOR FBO - CATEGORY V - AIRCRAFT RENTALS

- 9.1 The Operator shall lease from the Owner an area not less than 40,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft storage and at least an additional 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use.
- 9.2 The Operator shall have available for rental, either owned or under written lease to Operator, properly certificated and currently airworthy aircraft.
- 9.3 The Operator shall have on hand, at all times, proper check lists and operating manuals for each and every aircraft available for rental.
- 9.4 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person having a current, effective FAA private pilot certificate with single-engine rating and instructor rating.

SECTION 10. STANDARDS AND PROCEDURES FOR FBO - CATEGORY VI - AIRCRAFT AIRFRAME AND POWERPLANT REPAIR AND MAINTENANCE

- 10.1 The Operator shall lease from the Owner an area of not less than 40,000 square feet of ground space on which shall be erected a

building to provide at least 5,000 square feet of floor space for airframe and power plant repair services, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with Federal, Local, and State industrial code requirements and at least an additional 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair or maintenance or delivery after repairs have been completed, and a paved taxiway to provide for aircraft movement from the Operator's facilities to the existing Airport taxiway system.

- 10.2 The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for the Federal Aviation Administration certification on all single engine land and light multi-engine land general aviation aircraft.

It is understood that the required major machine shop work involved in the top overhaul procedure on such aircraft may be subcontracted by the Operator to a major FAA repair station. However, Operator shall provide personnel properly licensed in accordance with Section 10.4 below capable of preparing the engine components for shipment to the subcontractor and to reconstruct the engine when the components are returned. Said personnel are to be capable of certifying the completed overhaul in accordance with FAA requirements.

- 10.3 The Operator shall have the premises open and services available eight (8) hours daily, five (5) days each week.

- 10.4 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plane or an aircraft inspector ratings, and one (1) other person not necessarily rated.

SECTION 11. STANDARDS AND PROCEDURES FOR FBO - CATEGORY VII - AIRCRAFT PAINTING AND/OR REPAIR OF INTERIORS

- 11.1 The Operator shall lease from the Owner an area of not less than 40,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space to hangar at least two (2) aircraft; to house all equipment, supplies and materials; and to provide an office, customer lounge and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use. If applicable, a segregated painting area meeting all Federal, State and Local code requirements shall be

provided within said building.

The Operator shall provide a paved walkway within the leased area to accommodate aircraft waiting repair or maintenance or delivery after repairs have been completed.

- 11.2 The Operator shall have in his employ, and on duty during the specified business hours, appropriate trained personnel in such numbers as are required to meet the minimum standards set forth for this category in an efficient manner.

**SECTION 12. STANDARDS AND PROCEDURES FOR FBO - CATEGORY VIII - FAA
AUTHORIZED REPAIR STATION FOR AVIONIC SALES AND SERVICE**

- 12.1 The Operator shall lease from Owner an area of not less than 20,000 square feet of ground space on which shall be erected a building to provide at least 1,000 square feet of floor space to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, customer lounge and rest rooms, all properly heated and lighted; and shall provide telephone facilities for customer use.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair or maintenance or delivery after repairs have been completed.

- 12.2 The Operator shall have the premises open and services available a minimum of 40 hours a week.
- 12.3 The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one (1) person who is a Federal Aviation Administration rated repair technician.

**SECTION 13. STANDARDS AND PROCEDURES FOR FBO - CATEGORY IX - AIRCRAFT
PARKING AND STORAGE**

- 13.1 The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space for aircraft parking and storage and other uses in accordance with the services to be offered, and on which shall be erected a minimum of five (5) "T" hangars, or a single, large storage hangar or multi plane hangar with a total of not less than 5,000 square feet of floor space.

**SECTION 14. STANDARDS AND PROCEDURES FOR FBO - CATEGORY X - THE
CONDUCT OF SPECIALIZED COMMERCIAL FLYING SERVICES**

- 14.1 The Operator shall lease from the Owner an area of not less than 40,000 square feet of ground space on which shall be erected a building to provide at least 5,000 square feet of floor space for aircraft and other storage and at least an additional 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

In the case of crop dusting, aerial application, or other commercial use of chemical, Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical materials. Such facilities will be in a location on the Airport which will provide the greatest safeguard to the public.

- 14.2 The Operator shall provide and have based on his leasehold, either owned or under written lease to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable regulations of the State of New Hampshire with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting material.

- 14.3 The Operator shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

- 14.4 The Operator shall have in his employ, and on duty during appropriate business hours, trained personnel and such numbers as may be required to meet minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed and one (1) other person to assist in the loading and servicing of aircraft.

SECTION 15. STANDARDS AND PROCEDURES FOR FBO - CATEGORY XI - ULTRALIGHT OPERATIONS

- 15.1 The Operator shall lease from the Owner, or sublease from another Operator with the written approval of the Owner, an area of suitable size for storage, maintenance and assembly, with an area of not less than 300 square feet to be used as an office for Ultralight Operations and to include properly heated and lighted restrooms and telephone facilities for customer use. The Operator shall also construct and maintain a 500 foot runway at a location approved by the Owner and the FAA.
- 15.2 The Operator is hereby authorized to collect a Landing Fee. Fees shall apply to all full stop Ultralight vehicle landings. The amount of the fee charged shall be established in the lease or operating agreement between the Owner and the Operator.
- 15.3 The Operator shall have an Ultralight available for use in flight training, either owned or under written lease to Operator. The Ultralight shall be equipped consistent with the types of flight instruction offered.

- 15.4 The Operator shall require all Ultralight Pilots, examiners, and vehicles to be registered with the FAA approved AOPA Air Safety Foundation Ultralight registration programs. The vehicles shall be marked in accordance with ASF's program. Registration with any other Ultralight safety program will only be accepted after FAA approval.
- 15.5 An Operator may sell new Ultralight vehicles if he has a sales or distributorship franchise from a recognized Ultralight manufacturer.
- 15.6 The Operator shall provide necessary and satisfactory arrangements for repair and service of Ultralight vehicles. Servicing facilities maybe provided through written agreement with a repair shop Operator at the Airport.
- 15.7 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

SECTION 16. STANDARDS AND PROCEDURES FOR FBO - CATEGORY XII -MULTIPLE SERVICES

- 16.1 The Operator shall lease from the Owner ground space at least equal in area to the highest of the minimum square footage requirements set forth for the several services to be provided. A building shall be erected on the leased area, and such building shall at least meet the largest of the minimum floor area requirements for the several services to be provided. The Owner reserves the right to require the leased area and/or building floor space to be greater than the aforementioned minimum if, in the Owner's opinion, such increased requirements are necessary or desirable to properly accommodate the multiple services to be provided. In no case will the Owner require the leased land area to be greater than the sum of the requirements for same as specified for the several services to be provided.
- 16.2 If Flight Instruction is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.
- 16.3 If crop dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical matters. Such facilities will be in a location of the Airport which will provide the greatest safeguard to the public.
- 16.4 The Operator shall provide a paved aircraft apron within the leased area.
- 16.5 The Operator shall comply with the aircraft requirements set forth herein for each aeronautical service to be provided.

- 16.6 Multiple uses may be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.
- 16.7 The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.
- 16.8 The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
- 16.9 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator, except such multiple responsibilities may not be assigned to a Federal Aviation Administration certificated radio repair station or aircraft repair shop personnel.

SECTION 17. STANDARDS AND PROCEDURES FOR THROUGH THE FENCE OPERATIONS

- 17.1 An Operator who wishes access to the Airport to facilitate his performing one or more of the listed FBO Categories and functions from his property contiguous to the Owners land shall establish the same facilities as required by all FBO's offering the same service.
- 17.2 The Operator shall apply to Owner for permission to conduct Through The Fence operation. Before permission is granted, the Operator must secure all required approvals and licenses from Federal, State and Local Agencies.

SECTION 18. STANDARDS AND PROCEDURES FOR NON-OPERATOR TENANTS

- 18.1 The Owner recognizes the need or reasonable preference of potential Non-Operator Tenants to lease land for non-commercial aeronautical purposes, and, to the extent compatible with orderly commercial development, intends, through its Airport Layout Plan and as otherwise appropriate, to make land available either for lease exclusively by Non-Operator Tenants or for lease either by Operators or Non-Operator Tenants (as potentially, for example, in the case of land designated for aircraft storage).
- 18.2 The Non-Operator Tenant shall be permitted to lease the minimum amount of land needed for such Tenant's aeronautical purposes, consistent with the Airport Layout Plan, these Standards and Procedures, and other applicable law and regulation. The standards of construction and maintenance of structures shall be reasonable, shall be consistent with the plan and purpose of the Airport and the needs of the Tenant, and shall be agreed in writing between the Owner and the Tenant.

SECTION 19. STANDARDS AND PROCEDURES FOR AUTOMOBILE RENTAL OPERATORS

- 19.1 Any person, firm or other legal entity wishing to provide automobile rental at the Airport shall make application to the Owner in the manner hereinbefore prescribed. No automobile rental business shall be conducted on the Airport except in the Terminal Building. The Operator shall lease not less than twenty-five (25) square feet of space in the Terminal Building from the Owner for the sole purpose of operating his automobile rental business.
- 19.2 The Operator shall have available, either at the Airport or at a reasonably proximate off-Airport location, a reasonable number of passenger vehicles for rental. Said vehicles shall not be used as taxicabs, nor shall they be used as chauffeur-operated vehicles from the Airport to points within Merrimack County. The Operator shall provide prompt, convenient transportation for all of Operator's automobile rental customers to convey said customers to and from the location where Operator's rental vehicles are stored, unless the vehicle is being picked-up or dropped-off by the customer at a parking space not more than 1,000 feet from the Terminal Building.
- 19.3 The Operator shall lease from the Owner a minimum of two (2) ready car spaces in Owner's vehicle parking lot at the Terminal Building. Said ready car spaces shall be for the sole use of the Operator for the return of rental cars by customers. The Operator shall not store rental vehicles in the Owner's parking lots or elsewhere on the Owner's property except in the ready car spaces or in other areas specifically leased to Operator.
- 19.4 The Operator shall furnish, install and maintain one (1) sign, advertising Operator's automobile rental business, in the area leased to Operator in the Terminal Building. The location, design, and character of said sign shall be subject the Concord Zoning Ordinance. The sign shall not include any advertisement of Operator's automobile rental rates or charges.
- 19.5 The Operator shall obtain, and maintain at all times, insurance policies of the types and in the amounts required by the Owner.
- 19.6 The Operator shall furnish, install and maintain small signs, acceptable to the Owner, at the ready car spaces leased to Operator for the purpose of restricting the use of such spaces to the Operator.
- 19.7 The Operator shall keep his automobile rental business open for such periods each day and on such days of each week throughout the year, as may be required by Owner to meet reasonable demands for the services provided by Operator.

SECTION 20. STANDARDS AND PROCEDURES FOR FLYING CLUBS

- 20.1 The following requirements apply to all Flying Clubs desiring to base their aircraft on the Airport.

Each club must be a non-profit New Hampshire corporation or partnership or demonstrably affiliated with same. Each member must be bona fide owner of the aircraft or a stockholder in the corporation or, in the case of a parent corporation or institution, each member must be currently employed by or enrolled in same.

20.2 The club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter, or air taxi.

20.3 In the event that the club fails to comply with these conditions, the Owner will notify the club in writing of such violations. If the club fails to correct the violation in fifteen (15) days, the Owner may revoke the club's right to operate on the Airport.

SECTION 21. BASIC LEASE AND OPERATING AGREEMENT TERMS AND CONDITIONS

21.1 Operator covenants to conduct his business on the premises for the use and benefit of the public.

21.2 Operator shall furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.

21.3 Operator shall furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.

21.4 Operator shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service but may make reasonable and non-discriminatory discounts, rebates, or other similar price adjustments to volume purchasers.

21.5 The Owner reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

21.6 Owner reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Owner, would limit the usefulness of the Airport or constitute a hazard to aircraft.

21.7 Any lease or operating agreement shall be subordinate to the provisions of any existing or future agreement between Owner and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

21.8 Owner reserves the right but shall not be obligated to Tenant or Operator to maintain and keep in repair the landing area of the

Revised Paragraph 21.14, Minimum
Standards and Procedures For Concord Airport

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A Schedule of Minimum Insurance Requirements For Operators, Tenants and Through The Fence Operators shall be established by the City Manager. The City Manager may revise the schedule from time to time and shall apply its requirements in a uniform and nondiscriminatory manner. A copy of the current schedule shall be appended hereto. Each Operator, Tenant and Through The Fence Operator shall provide the types and amounts of insurance required by the Schedule. A Certificate of Insurance evidencing the same and the required coverage, including coverage for liability under 21.15 hereof, shall be delivered to the City Manager prior to the effective date of the Lease and Operating Agreement. The Certificate of Insurance shall also provide that the City Manager will be notified by the insurance company, in writing, thirty (30) days in advance of any cancellation of such insurance. Such insurance policies shall remain in force and effect during the term of the Lease and Operating Agreement and any renewal policies shall be filed with the Owner not less than thirty (30) days before the expiration date of such policies.

Airport and all publically owned facilities on the Airport, together with the right to direct and control all activities of Tenant or Operator in this regard.

- 21.9 The Tenant or Operator, his agents and employees will not discriminate against any person or class of persons by reason of age, race, color, religion, sex, handicap or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Title 49, Part 21.5 of the Code of Federal Regulations.

The Tenant further agrees to comply with such enforcement procedures as the United States might demand that the Owner take in order to comply with the Sponsor's Assurances.

- 21.10 It is clearly understood by the Tenant or Operator that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services by its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform outside of the premises of Tenant or Operator.
- 21.11 Landscaping of facilities is required. Each Tenant and Operator will be required to provide a plan for landscaping his area, to be approved by the Owner and maintained by the Tenant or Operator in a neat, clean and aesthetically pleasing manner.
- 21.12 Each Tenant and Operator shall provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including, but not limited to, used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers will not be permitted within the Tenant's or Operator's premises.
- 21.13 All leasehold improvements by Operator or Tenant shall be made in strict conformance with the City Codes. All signs shall comply with the City's sign code.
- 21.14. Each Operator, Tenant and Through the Fence Operator shall provide the types of insurance in such amounts as may be required by law or rule of the Aeronautics Commission of the State of New Hampshire. The City of Concord shall be an additional named insured in any such policy, and a certificate of insurance evidencing the same and the required coverage shall be delivered to the City Manager prior to the effective date of the lease and operating Agreement. The certificate of insurance shall also provide that the City Manager will be notified by the insurance company, in writing, thirty (30) days in advance of any cancellation of such insurance. Such insurance policies shall remain in full force and effect during the term of the lease and operating agreement between the Tenant and the Owner, and any renewal policies shall be filed with the Owner not less than thirty (30) days before the expiration date of such policies.

**SEE SCHEDULE ENTITLED MINIMUM INSURANCE REQUIREMENTS-
PAGE 22**

- 21.15 Each Operator, Tenant, or Through the Fence Operator agrees to indemnify and hold harmless the Owner, its agents and employees against loss or expense, including attorney's fees, for damage because of bodily injury or on account of damage to property arising out of or in consequence of activities at the Airport.
- 21.16 No construction of any kind at the Airport shall be done without the prior written approval of the:
- a. Federal Aviation Administration.
 - b. New Hampshire Aeronautics Commission.
 - c. City of Concord Planning Board under Chapter 28-10, Large Scale Development and Chapter 28-11-6, Airport District of the Concord Zoning Ordinance.
 - d. City Manager certifying that a lease which conforms to the Concord Airport Master Plan is signed.
 - e. City of Concord Code Enforcement Director in the form of a Building Permit.
 - f. No construction shall be commenced that is not in conformity with the latest approved Master Layout Plan for the development of the Airport.
 - g. Once written approval has been granted, construction shall be completed within one (1) year of the date of such written approval.
- 21.17 The Operator agrees not to assign the lease or sublet the premises in whole or in part except with written permission of the Owner.
- 21.18 All ramp space not specifically leased to an Operator or Tenant shall be for general public use. An Operator or Tenant shall not be permitted the exclusive use of any portion of public ramp space or to use any of the public ramp space as a parking or tie-down area.
- 21.19 On thirty (30) days' written notice from the Owner, the current Operator or Tenant shall, at his own expense, remove all non-airworthy aircraft from the Airport unless Owner shall grant a waiver at the request of such Operator or Tenant. This provision is set forth herein for insurance purposes.
- 21.20 In the event of any conflict between these Basic Lease and Operating Agreement Terms and Conditions or any other provisions of these Standards and Procedures and the terms of any lease and operating agreement executed pursuant thereto, the terms of the lease and operating agreement shall be controlling provided they are not less stringent than those set forth herein.

- 21.21 Nothing in these Standards and Procedures shall be construed to confer an exclusive privilege or right to do business on the Airport, even though an existing agreement between the Owner and Tenant may purport to do so. Any subsequent grant of Federal funds, administered by the FAA, requires the Owner to agree not to permit the establishment of an exclusive right to engage in any aeronautical activities in the future and to terminate any existing agreement which permits such an exclusive right as soon as possible.

SECTION 22. FEES

- 22.1 The collection is hereby authorized of a fuel flowage fee by the Owner from all parties dispensing aviation fuel at the Airport. The fuel flowage fee shall be paid to the Owner in the method described as follows: The wholesale cost shall be the price which the Category I, FBO pays for this fuel from a supplier. At the end of each calendar month the FBO dispensing aviation fuel at the Airport shall submit copies of his delivery slips for that month. Flowage fee shall be determined periodically between FBO and Owner. Flowage fee shall be paid to the Owner by the FBO, 60 days after each monthly purchase summary is reported to the Owner.

- 22.2 When the Concord Airport Advisory Committee determines that additional Airport fees are appropriate, it will recommend such fees to the City Council for their consideration.

SECTION 23. ARBITRATION

- 23.1 In the following limited instances, binding arbitration may be jointly used by the Owner and a Tenant as a means of dispute resolution:
- 23.2 Arbitration may be used where there is disagreement over the application or interpretation of any specific provision of these Standards and Procedures or of a lease and operating agreement.
- 23.3 In the event that more than one Tenant wishes to submit the same or similar eligible issues to arbitration as provided above, the Owner may require at its option that these same or similar eligible issues be combined as one joint arbitration submission by all the interested Tenants before one arbitrator or arbitration panel, in which case all the interested Tenants will act as one in the choosing of any arbitrator or arbitration panel.

New
Adopted

MINIMUM INSURANCE REQUIREMENTS
SECTION 21.14 CONTINUED

TYPE OF INSURANCE	CATEGORY OF OPERATIONS POLICY MINIMUM LIMITS
1. Airport Liability Insurance Comprehensive Form Bodily Injury Property Damage, Completed Operations	Section 5 through 18 plus Section 20 \$1,000,000 Single Limit Aggregate at least \$1,000,000
2. Hangar Keepers Legal Liability Ins.	Section 5 through 17 plus Section 20 \$1,000,000 one aircraft \$1,000,000 per occurrence
3. Student and Renters Liability	Section 6 (Category II) Section 9 (Category V) Section 17 Section 20 \$100,000 Single Limit
4. Motor Vehicle Liability Comprehensive for Bodily Injury and Property Damage	All Operators and Non Operator Tenants \$1,000,000 Single Limit
5. Through the Fence Operators and Non Operator Tenants Worker's Compensation	All Operators and Non Operating Tenants Statutory
6. Ultralight Vehicle Liability Bodily Injury and Property Damage	Each Ultralight Vehicle \$500,000 Single Limit

CITY OF CONCORD
NEW HAMPSHIRE

**AMENDMENT TO THE
MINIMUM STANDARDS AND PROCEDURES FOR
CONCORD, NEW HAMPSHIRE MUNICIPAL AIRPORT**

CONCORD CITY COUNCIL

**ADOPTED:
FEBRUARY 8, 2010**

I. Amend by adding new Section 24:

SECTION 24. STANDARDS AND PROCEDURES FOR AIRCRAFT SELF-SERVICING

24.1 Aircraft owners, by themselves or through their employees, are permitted to service their own aircraft.

II. This amendment shall take effect immediately upon adoption by the Concord City Council after a duly noticed public hearing.

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CITY OF CONCORD

In the year of our Lord two thousand and twelve

RESOLUTION RESOLUTION APPROVING THE GRANTING OF A CONSERVATION EASEMENT TO THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS (SPNHF) ON APPROXIMATELY 114 ACRES OF LAND SOUTHERLY AND EASTERLY OF GULLY HILL ROAD, AS APPROVED BY THE CONSERVATION COMMISSION.

The City of Concord resolves as follows:

- WHEREAS,** on April 12, 2004, the City adopted the provisions of RSA 36-A re-establishing the Concord Conservation Commission with the power to acquire in the name of the City, subject to the approval of the local governing body, by gift, purchase, grant, bequest, devise, lease, or otherwise, the fee in such land or water rights, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within the City; and
- WHEREAS,** between 2007 – 2010 the City acquired approximately 114 acres southerly of Gully Hill Road including parcels 110/6/9, 110/6/10, 110/6/11, 110/6/12, 114/1/8, 114/1/3, 114/1/6 and 110/6/14 for open space purposes, with funds available in the Conservation Trust Fund; and
- WHEREAS,** this land includes agricultural land of statewide and local importance and is also located within the floodplain of the Merrimack River; and
- WHEREAS,** the property is leased to local farmers and is currently in agricultural use, the lease revenues will be used to assist maintenance of the parcel, or otherwise be placed in the Conservation Fund; and
- WHEREAS,** the Master Plan 2030 includes the following goals: "To preserve prime and significant agricultural soils for agricultural uses, and to encourage the retention and diversification of agricultural uses within the City"; and
- WHEREAS,** the Conservation Commission, under the provision of RSA 36-A, conducted a public hearing after which the Conservation Commission members voted unanimously in the affirmative to recommend the conveyance of a conservation easement in the name of the City of Concord to the SPNHF on the above-cited parcels, as a means of ensuring the permanent protection and stewardship of said parcels; and for which the Conservation Commission intends to pay the standard SPNHF one-time stewardship fee for the acceptance and long-term monitoring of the conservation easement in the amount of \$10,000, from the Conservation Trust Fund property management account, as appropriated in the Fiscal Year 2012 budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that

- 1) This resolution shall be effective upon its passage.



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: CONCORD CONSERVATION COMMISSION

DATE: May 28, 2012

SUBJECT: Resolution approving the granting of a conservation easement to the Society for the Protection of New Hampshire Forests (SPNHF) on approximately 114 acres of land southerly and easterly of Gully Hill Road, as approved by the Conservation Commission.

Recommendation

Authorize the City Manager to grant a conservation easement to the Society for the Protection of New Hampshire Forests (SPNHF) on approximately 114 acres of land southerly and easterly of Gully Hill Road.

Background

In 2004, the Conservation Commission and the SPNHF began a dialogue about protecting the prime farmland south of Gully Hill Road which belonged to the Bartlett Family Trust, the Keith G. Richard Trust, and the Towle Special Trust. The preservation of the Bartlett dairy farm on Josiah Bartlett Road was also part of this discussion. SPNHF took the lead on discussions with the Bartletts about the family farm, while the Commission proceeded to contact the Bartletts, Keith Richard, and the Towles, regarding the possible acquisition of approximately 114 acres of land southerly of Gully Hill Road and northerly of Terrill Park. The land contains important agricultural soils, is located in the floodplain with extensive frontage along the Merrimack River and is within close proximity to downtown Concord. The Commission began negotiations with the property owners in 2007, and purchased the southerly 40 acres from Keith G. Richard Trust. Mr. Richard conditioned the sale of his land on a lease back to allow him to continue farming the property.

In 2007, the Towle Special Trust sold its property, which was an undivided half interest in the 29 acres at the northern edge of this area, to Jeffrey S. Larrabee, who approached the Commission in September 2008 about selling his interest in this parcel. In March of 2009, the City purchased the 29 acres from Mr. Larrabee and the Bartlett family, who each owned a half interest in the parcel. The tillable acreage was then leased back to the Bartlett family.

At that time the City also secured an option to purchase the balance of the Bartlett lands (45+/- acres) in the future. The Bartlett family is in its fourth generation of dairy farming in Concord on Josiah Bartlett

Road, and they also conditioned the future sale of the remaining 45 acres on the lease back of the agricultural land. In 2010, the City purchased the remaining 45 acres from the Bartlett family and entered into a long term lease with the Bartletts to allow them to continue farming the land.

The Conservation Commission held a public hearing on August 11, 2010, and voted unanimously to convey a conservation easement on the all of the city-owned open space land southerly of Gully Hill Road and to pay the stewardship fee of \$10,000 from funds available in the Conservation Trust Fund, to the SPNHF for the granting of the conservation easement. The \$10,000 stewardship fee and any closing costs would be paid for from the funds available on deposit in the Conservation Trust Funds, as appropriated for land protection projects in the fiscal year 2012 budget.

The City Council discussed the conveyance of the conservation easement during the public hearing in 2010 for the acquisition of the Bartlett property. The Council decided to authorize the purchase of the land but asked the Conservation Commission to work with SPNHF to develop a draft conservation easement that the Council would vote on at a later date.

Proposed Conservation Easement

The City now owns all of the agricultural/floodplain land southerly of Gully Hill Road and northerly of Terrill Park. This land was identified in the Master Plan as a priority area for protection due to its prime agricultural soils, substantial wetlands, valuable wildlife habitat, location within the floodplain, and the potential for trails and access to the river for outdoor recreation. Because the property is such an important natural and recreational resource for the City, the Commission agreed that it would benefit from the added level of protection that conservation easement would offer.

The conservation easement would ensure that the prime agricultural soils as well as the natural and recreational resources are protected in perpetuity. SPNHF would assume the responsibility of the land stewardship for the property. If the easement is conveyed, the City would pay a one-time stewardship fee of \$10,000 to SPNHF as a contribution towards the stewardship responsibilities. These responsibilities include annual monitoring to make sure the property is being managed in a way that is consistent with the terms of the easement. Conservation easements have been conveyed to SPNHF on the City-owned agricultural lands off of West Portsmouth Street and Locke Road. A fact sheet published by SPNHF with answers to commonly asked questions and concerns regarding conservation easements has been included in this report for your review.

The Commission has worked with SPNHF to develop a proposed conservation easement for the property. The easement includes the standard language that prohibits development and further subdivision of the property and restricts the use of the land for industrial and commercial purposes. The easement would permit agricultural, forestry, and passive non-motorized recreational uses and other uses that would not be detrimental to the conservation purposes of the easement. The easement also includes specific language to addresses the following areas in more detail:

- **Public Events** - The City may hold public events on the property. The event could include the installation of temporary shelters, tents, staging, utilities such as electric power, and provide for the parking of vehicles and the installation of temporary sanitation facilities such as chemical toilets. The easement restricts the length of any one event to 10 days.


- **Construction of Shared-Use Path** - The City may construct and maintain a paved 12-foot wide shared use path together with a boardwalk and associated drainage improvements within the easement area. The easement would restrict the location of the trail to an area between 250 feet and 50 feet from top of the bank of the Merrimack River at the time of construction.
- **Construction of Small Parking Area** - The City may construct a small parking area (8,000 sq. ft. or less) to support the recreational users of the property.
- **Construction of Recreational Amenities** - Trails, kiosks, docks, boardwalks and bridges may all be constructed on the property.
- **Buffer to the Merrimack River** - The easement provides for a 75-foot protective buffer to the Merrimack River. The natural vegetation existing within 75 feet of the top of the bank along the Merrimack River will need to remain undisturbed. The vegetation within the buffer can be thinned or pruned to open up scenic view of the river or to manage the health of the vegetation. The buffer can also be disturbed to accommodate the construction and maintenance of recreational trails.
- **Installation of Temporary Structures** - Agricultural or forestry related structures and temporary structures related to special events may be located within an area that is outside of the 250-foot shoreland setback and the 50 foot buffer to jurisdictional wetland areas (See attached map). The City may also permit the installation of temporary agricultural structures such as hoop houses, provided that the total impervious surface does not exceed 100,000 sq. ft. and that the impervious coverings be installed no earlier than October 15 of each year and removed no later than June 1.
- **Maintenance of Existing Roads** - The City would be able to continue to maintain, repair, improve, and use all roads which exist on the property today. New roads would need to be located outside the 50-foot wetland buffer and the 75-foot vegetative buffer to the Merrimack River at the time of construction.

Summary

The recommendation is to authorize the City Manager to grant conservation easement to the Society for the Protection of New Hampshire Forests (SPNHF) on approximately 114 acres of land southerly and easterly of Gully Hill Road. The Conservation Commission will pay for the \$10,000 stewardship fee and any closing costs from the funds available on deposit in the Conservation Trust Funds, as appropriated for land protection projects in the fiscal year 2012 budget.



Proposed Conservation Easement
to SPNHP

 Proposed Easement Area, 114 acres southerly of Gully Hill Road

0 162.5 325 650 975 1,300 Feet



CONSERVATION EASEMENT

QUESTIONS AND ANSWERS

One of the best ways you, as landowner, can protect the important natural features of your land is to place a conservation easement on your property.

A conservation easement provides permanent protection from land use that could damage or destroy its scenic, recreational, ecological, and natural resources.

Each easement is drafted to reflect the natural resources of the land, the personal needs of the landowners, and the objectives of the organization or agency that holds the easement.



What is a conservation easement?

A conservation easement deed is a permanent, legally binding agreement between a landowner and a qualified conservation organization or public agency that restricts use of the land to protect its significant natural features. In New Hampshire this is authorized by RSA 477:45-47.

Who owns the land when a conservation easement is placed on a property?

As a landowner, you continue to own and have the right to manage your land while giving up the right to engage in certain intensive uses of the property. You will continue to be responsible for paying the local property taxes on the parcel.

Who can hold conservation easements?

According to New Hampshire state law, conservation easements can be held by a qualified non-profit conservation organizations or public agencies and municipalities able to ensure that the property is protected in perpetuity. Private groups such as the Forest Society, the NH Audubon Society, The Nature Conservancy, and local land trusts are equipped to receive and enforce conservation easements. Public agencies such as town conservation commissions, county conservation districts, the NH Department of Fish and Game and the NH Division of Forests and Lands also hold conservation easements.

What uses are permitted on conservation easement land?

Typically, conservation easements held by the Forest Society allow the landowner to continue to use the land for agriculture, forestry, non-commercial outdoor recreation, wildlife habitat management and all other uses that are compatible with the conservation goals for the property and not specifically prohibited by the easement terms.

What uses are prohibited on conservation easement land?

Conservation easements generally prohibit subdivision and development, commercial and industrial activities, except agriculture and forestry, mining and excavating, filling or disturbance of wetlands, and disposal of man-made waste or hazardous materials.

Can landowners request specific permitted uses on the property?

When you work out the details of the easement with the easement holder, you should try to anticipate as many future needs and possibilities for the land as possible. Specific exceptions may allow an additional house lot on the property or the right to build and maintain roads and buildings. Sometimes landowners put conservation easements on only a portions of their property reserving full development options for the balance of their land.

Does the easement grant any rights to the easement holder?

The conservation organization that holds the easement has the right to enter the property to monitor its condition and the obligation to enforce the easement, in court if necessary, to ensure that the terms are upheld and the natural resources are protected.

What is an executory interest?

An executory interest is a secondary or backup easement in the land held by another conservation organization. The executory interest holder is responsible for ensuring that the primary easement holder monitors the property and enforces the terms of the easement. If the primary holder fails to enforce the easement for any reason, the backup holder can take enforcement action to restore the property and can even take over the easement from the grantee. As a landowner you may choose which organization is the primary easement holder and the executory interest holder.

The Forest Society pioneered the use of conservation easements in New Hampshire in the early 1970's. Today the Forest Society is responsible for protecting more than one million acres throughout the state.

Our land agents are trained and experienced in crafting easements, in cooperation with landowners and their advisors. Please call us if you have any questions regarding conservation easements.



How are conservation easements monitored and enforced?

The Forest Society knows that the best way to prevent problems over conservation easements is to maintain a positive relationship and good communication with the landowners. The conservation organization that holds the easement has the authority and obligation to ensure that the natural resources are protected in perpetuity. Easement holders are responsible for regularly inspecting the site to make sure the property is maintained in compliance with the easement. If activities on the land violate the agreement, the easement holder may take action to halt the damaging activity.

Does granting a conservation easement give the public access to my property?

No, generally donated conservation easements do not automatically give the public any rights to enter or use protected property. Most easements let the landowner decide to allow public access. However, if an easement is purchased, guaranteed public access for pedestrian recreation may be required.

Do easements restrict my ability to sell, convey by will, or give my land in the future?

No, you may sell or convey the land to a different owner at any time at any price. Conservation easements run with the land forever, so all future owners will be required to follow the easement terms.

Will I be asked to donate Money?

To help cover the costs of insuring your wishes for the future of your land, the Forest Society requests a donation to the Easement Stewardship Endowment. This money provides funds for monitoring the property and for any legal expenses that may be necessary to enforce the terms of the easement.

What costs are involved with easements?

Conservation easements may involve expenses for items such as legal fees, survey and appraisal costs or other professional services. The Forest Society may charge fees for the service of easement drafting and baseline documentation preparation.

Are there financial benefits to donating a conservation easement?

Yes, by donating a conservation easement you may benefit in several possible ways. Consult a qualified professional to find out how these possibilities apply in your personal situation.

Federal Income taxes:

If you donate some or all of the value of the conservation easement to a qualified organization, you may be eligible to take a federal income tax deduction for the value of the charitable gift. To be deductible for federal income tax purposes the easement must meet certain standards established by the federal government.

Federal Estate Taxes:

When a conservation easement is placed on a property, it typically lowers the property's value for federal estate tax purposes and may decrease estate tax liability. Therefore, easements may help heirs avoid being forced to sell off land to pay estate taxes and enable land to stay in the family. Under certain situations, conservation easements can be granted after the death of the landowner and still provide estate tax benefits.

Federal Gift Taxes:

The IRS requires recipients to pay taxes on gifts over a certain value. If you want to give your land to your children without requiring them to pay taxes on your gift, you may need to give the land in installments to stay below the taxable value level. Conservation easements may help to reduce the value of your property, making it possible for you to give all of your land to your children more quickly.

Local Property Taxes:

Conservation easements usually reduce property value, which, in turn, may reduce property tax assessment. If your land is already enrolled in the Current Use Assessment Program, you would probably not see any further reduction in property taxes as the result of granting a conservation easement. If your land is not eligible for the Current Use Program because it is less than 10 acres, you may wish to apply for a Conservation Restriction Assessment and may see a reduction in your local property tax.

Resolution No.

CITY OF CONCORD

In year of our Lord two thousand thirteen

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10-35 4-39

RESOLUTION Amendment of the Official Map so as to establish the Mapped Lines of a Future Street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue.

The City of Concord resolves as follows:

- WHEREAS,** pursuant to enabling statutes, the City has established an Official Map as well as adopted an ordinance creating a process for mapping the lines of future streets; and
- WHEREAS,** mapping the lines of future streets reserves a corridor for a street to be constructed at a future time by restricting the issuance of building permits for buildings or structures within the mapped lines of future streets; and
- WHEREAS,** the adopted Master Plan 2030 recommends the creation of a roadway network to serve the southern Opportunity Corridor. The Opportunity Corridor Study and the 2030 Master Plan includes an extension of Storrs Street from the Intersection of Theatre Street and Storrs Street southerly under the Manchester Street Bridge to Gas Street, and then southerly to Langdon Avenue; and
- WHEREAS,** the City of Concord contributed over 1 million dollars in 1997-8 to the I-93 Exit 13 NH Department of Transportation improvement project to widen the Manchester Street Bridge to accommodate this planned roadway; and
- WHEREAS,** the Planning Board held a public hearing on December 19, 2012, after notifying the affected property owners on the planned new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue and accepted testimony, and
- WHEREAS,** the future street is intended to be constructed as an urban street to support the redevelopment of the southern Opportunity Corridor.
- WHEREAS,** the Planning Board voted unanimously to forward a request to the City Council that the Board be authorized pursuant to Section 16-3-6, Mapping of Future Streets, of the Code of Ordinances, to prepare and certify a plan of the mapped lines of a future street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue.

CITY OF CONCORD

In year of our Lord two thousand thirteen

RESOLUTION Relative to the Establishment of the Mapped Lines of a Future Street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue.

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NOW, THEREFORE, BE IT RESOLVED by the City Council of Concord that:

- 1.) The Planning Board be, and hereby is authorized to prepare and certify a plan of the mapped lines of a future street for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue.
- 2.) This resolution shall take effect upon its passage.



CITY OF CONCORD

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REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Stephen Henninger, Assistant City Planner

DATE: December 20, 2012

SUBJECT: Amendment to Mapped Lines of Future Streets – Storrs Street South

Recommendation

The Planning Board, after holding a public hearing on December 19, 2012, voted unanimously to forward the proposed revision of mapped lines of future streets to the City Council. The Board is requesting that the City Council direct the Planning Board to certify the mapped line of a future street pursuant to Article 16-3-6 Mapping of Future Streets, of the Code of Ordinances, and RSA 674:11, Amendments to Official Map, for a new street from the intersection of Storrs and Theatre Streets southerly to Langdon Avenue.

Prior to directing the Planning Board to certify the mapped street, the City Council will need to hold its own public hearing, send notice of the hearing by certified mail "to all owners over whose lands the proposed streets will cross," and publish the hearing notice in the newspaper.

Please see the attached map showing the location of the proposed 50' wide mapped line of future streets extending from the intersection of Theatre Street and Storrs Street, southerly adjacent to the NH main line railroad line, underneath the Water Street Bridge to Gas Street, then southerly from Gas Street to Langdon Avenue.

Background

This new road extending through the old Boston and Maine railroad yards southerly to the South Concord Industrial park has been planned for many decades. The yards and the South Concord Industrial park have languished as an underused and deteriorating brownfields site since prior to the 1960's.

The area has been begun a turnaround and several new developments have been completed including a new maintenance facility and headquarters for Concord Coach (an inter-city

bus company), Evolution Rock (a fitness center and climbing gym), and renovations to the J & S Leasing property.

The construction of Concord Steam Power Plant and cogeneration facility southerly of Langdon Avenue is planned for construction in 2013.

The City facilitated the extension of this new road in 1998-9 by increasing the length of the Water Street Bridge as part of the I-93 Exit 13 reconstruction project to allow for one bay under the bridge for the NH Main Line Railroad and one-bay for the Storrs Street extension at a cost of 1.3 million dollars.

The City has acquired the rights to develop Langdon Avenue as a public street from South Main Street to the NH Main Line Railroad (B & M Rail Line). A small amount of additional right-of-way in front of the Concord Coach facility still needs to be secured. A recent condominium subdivision of the J& S Property has preserved a corridor for the future road north from Langdon Avenue.

Master Plan

The Planning Board in 1993, as part of the Year 2010 Master Plan Update, adopted a Future Transportation Plan showing the southerly extension of Storrs Street from Theatre Street (Chandler Street) to the vicinity of Allison Street and South Main Street.

In the "The South Concord Redevelopment Area Study – A Small Area Master Plan" adopted by the Planning Board in 1997, the current alignment shown on the attached plan was developed.

The Concord Opportunity Corridor Master Plan prepared in April of 2005 reaffirmed the location and alignment of the southerly extension of Storrs Street and the recommendations of the South Concord Redevelopment Area Study.

In the current Master Plan 2030, the Planning Board reaffirmed the location and purpose of the southerly extension of Storrs Street to facilitate the redevelopment within the southern segment of the Opportunity Corridor.

Analysis

The proposed new mapped street has been referred for decades as the southerly extension of Storrs Street. Based on E-911 mapping and addressing conventions, when this street is developed a new street name will need to be selected. In this report we will continue to identify this proposed street as the southerly extension of Storrs Street.

The southern extension of Storrs Street has a well-defined beginning, middle and end. The starting point at the intersection of Storrs Street and Theatre Street is anchored at an existing four way intersection, falls between two large industrial scale buildings, and is the

ideal location from a grade standpoint to connect back to Storrs Street. The Merrimack River bluffs along South Main Street are on average about 26' above the grade of the plain below the bluff. Langdon Avenue is located at a low point in the bluffs and has 5-6% slopes on both approaches on South Main Street and on Langdon Avenue. Other connecting points between the two locations would require significant grade changes and impacts to existing buildings. Full access at Gas Street will be a design consideration given the available right-of-way for Gas Street, grade of Gas Street at South Main Street, and site distance at the South Main Street/Gas Street intersection. The underpass designed specifically for the future road under the Water Street Bridge is the only feasible location for the street between South Main Street and the NH Main Line Railroad. This section of the NH Main Line Railroad has been designated as one of five high speed rail corridors in the country with service proposed from Boston to Montreal. New at-grade rail crossings of this line are unlikely to be approved.

The corridor could be completed in two independent phases, one section from Theatre Street to Gas Street, and the second section from Gas Street to Langdon Avenue. Improvements to Langdon Avenue and the intersection of Langdon Avenue and South Main Street will be needed to support redevelopment in the southern section.

The following properties would be affected by the proposed mapped line of future streets.

<u>Property Owner</u>	<u>Map/Lot Number</u>	<u>Address</u>
State of New Hampshire	35A-1-2	50 Storrs Street
Pan Am Railroad	B & M Railroad	Storrs Street
Energynorth North Natural Gas, Inc.	26-1-6	Gas Street
Cohen Properties of Concord, LLC	26-1-5	Gas Street
Automotive Supply Associates, Inc.	26-1-3	219-231- S. Main St
J & S Leasing General Partners	25B-1-19	287 South Main St.

There are no environmentally sensitive areas along the corridor.

For the extension of Storrs Street to be completed south of Gas Street a complete take would be required for parcel 26-1-5 owned by Cohen Properties of Concord, LLC. This 0.65 acre parcel has a total assessed value of \$87,600. No other building or structure is impacted.

The corridor is located in a Brownfield area; however recent development in this area has proceeded without major expenditures for the cleanup of either soil or ground water contamination. The Energynorth parcel (26-1-6) at Gas Street was the site of a coal-gasification plant and the source of coal tar contamination in the area. Liberty Gas, the successor to Energynorth, would be are responsible for any Brownfield remediation associated with this contamination which may be required due to construction of the new street.

Storrs Street Southern Extension Mapped Line of Future Street



CITY OF CONCORD

In the year of our Lord two thousand and thirteen

AN ORDINANCE amending the CODE OF ORDINANCES, Title III, Building and Housing Codes; Chapter 27, Housing Maintenance and Occupancy Code; Article 27-1, Housing Maintenance and Occupancy Code, Section 27-1-5, Amendments to the International Property Maintenance Code/2009.

The City of Concord ordains as follows:

SECTION I: Amend the CODE OF ORDINANCES, Title III, Building and Housing Codes; Chapter 27, Housing Maintenance and Occupancy Code; Article 27-1, Housing Maintenance and Occupancy Code, by amending Section 27-1-5, Amendments to the International Property Maintenance Code/2009, as follows:

Section 101 – General

Add new section 101.3.1 Licensed Trades as follows:

101.3.1 Licensed Trades: To further ensure the public health, safety and welfare, any new installations or major repairs in residential rental property to plumbing, mechanical or electrical work must be performed by State of NH licensed tradesperson who shall obtain the necessary permits for such work. The Code Official may require licensed tradesperson to correct non-compliances to plumbing, mechanical or electrical work performed by the property owner or his or her agent.

Section 102- Applicability

102.3 Application of other codes: Delete this section in its entirety and replace with the following:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the most recently adopted versions of the following codes: International Building Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, NFPA 70, International Existing Building Code, NFPA 101 Life Safety Code, International Building Code, International Fuel Gas Code, International Mechanical and NFPA 70.

Nothing in this code shall be construed to cancel, modify or set aside any provision of the Municipal Code of Ordinances, Chapter 28.

Section 104- Duties and Powers of the Code Official

Add new section "104.3.1 Access by owner/operator/agent" as follows:

104.3.1 Access by owner/operator/agent: Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this code.

Section 202 – General Definitions

Under Section 202, General Definitions, add the following definitions:

Cooking Appliance: A stove containing an oven and cooking surface, or a stove top cooking surface and wall oven.

Weed(s): All grasses, annual plants and vegetation other than trees or shrubs or cultivated flowers and gardens.

Under Section 202, General Definitions, amend paragraph 7 of the definition of "Public Nuisance" as follows:

7. Any premises that is unsanitary, or that is littered with rubbish or garbage ~~or that has an uncontrolled growth of weeds;~~ or

Under Section 202, General Definitions, amend the definition of "Rooming House" as follows:

Rooming House: A detached dwelling unit containing sleeping accommodations for ~~individuals other than~~ **more than three (3) unrelated individuals** ~~other than members of the resident family and~~ having common kitchen and dining facilities.

Section 302 – Exterior Property Areas

302.4 Weeds: Delete this section in its entirety and replace with the following:

302.4 Weeds. Weeds on all exterior premises shall be maintained at a height that does not obstruct sight distance when entering or exiting a roadway or has the potential to create a fire hazard or public nuisance.

Section 307 – Handrails and Guardrails

307.1 General: Delete this section in its entirety and replace with the following:

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp, or other walking surface which is more than 30 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches high above the floor of the landing, balcony, porch, deck of ramp or other walking surface.

Exception: Guards shall not be required where exempted by the more recently adopted building code.

Section 405 – Dwelling Units

405.1 Dwelling Unit: Amend paragraph 1 as follows:

1. The unit shall be provided with a kitchen sink, cooking appliance (a microwave is not considered a cooking appliance per section 403.3) ***with all components in safe, clean working condition***, and a clear working space of not less than 30 inches. Light and ventilation conforming to this code shall be provided.

Add the following as a new section:

Section 406 – Rooming Houses

406.1 A person shall not operate a rooming house, hotel or motel unless that person holds a valid rooming house permit per Article 27-1-3 of the City of Concord Code of Ordinances.

406.2 A detached dwelling housing three (3) or more unrelated individuals other than members of the resident family is classified as a rooming house and is subject to an annual inspection.

Section 503 – Toilet Rooms

503.3 Floor surface: Amend this section as follows:

503.3 Floor surface. ~~In other than~~ dwelling units, every toilet room floor shall be maintained to be a smooth, hard, non-absorbent surface to permit such flooring to be easily kept in a clean and sanitary condition.

Section 605 – Electrical Equipment

Add new sections "605.4, 605.5, 605.6, 605.7 and 605.8" as follows:

605.4 Branch circuits in buildings with more than one occupancy. Branch circuits in each dwelling unit shall supply only loads within that dwelling.

605.5 Common area branch circuits with more than one occupancy. Branch circuits installed for the purpose of lighting, central alarm, signal, communications, or other purposes for public or common areas of a two-family dwelling, a multi-family dwelling, or a multi-occupancy building shall not be supplied from equipment that supplies an individual dwelling unit or tenant space.

605.6 Identification. Each circuit in an electrical panel is required to be identified as to what area of the building that circuit supplies power.

605.7 Occupancy. Each occupant shall have ready access to all overcurrent devices protecting the conductors supplying that occupancy.

Exception: Where electrical service and electrical maintenance are provided by the building management and where these are under continuous building management supervision, the service overcurrent devices and feeder overcurrent devices supplying more than one occupancy shall be permitted to be accessible only to authorized management personnel in multiple-occupancy building and guest rooms/guest suites.

605.8 Unused openings. Unused openings for circuit breakers and switches shall be closed using identified closures or other approved means that provide protection substantially equivalent to the wall of the enclosure.

Section 702 – Fire Protection Systems

704.2 Smoke alarms: Amend this section as follows:

704.2 Smoke alarms. ~~The minimum standard pursuant to the City Housing Code, Article 27 of the Municipal code of Ordinances and a July 1, 1999 amendment to the State of NH Smoke Detector Law Rules (RSA 153:10-a) requires that~~ Existing battery powered smoke detectors located within single family rental housing and multi-family (two or more dwelling units) housing, must be replaced with a hard wired*, electrically powered battery back-up smoke detectors, which incorporate a "false alarm silencing" feature. The electrically powered smoke detector(s) must be installed by a New Hampshire licensed master electrician. An electrical permit must be obtained prior to installation. This code standard applied to the installation of smoke detection where none were previously provided ~~but~~ *or additional units* are required.

****Remote Smoke Detectors. In existing buildings, wireless remote, battery-back up smoke detectors may be installed. Installation must be performed by a State of NH licensed electrician.***

SECTION II: This ordinance shall take effect upon its passage.



CITY OF CONCORD

REPORT TO THE MAYOR AND CITY COUNCIL

FROM: Michael Santa, CBO, Code Administrator

DATE: July 16, 2013

SUBJECT: Updating of the City's Housing Code

Recommendation

Accept this report recommending that the City Council amend the Code of Ordinances, Chapter 27, Housing Maintenance and Occupancy Code.

Background

The current Code of Ordinances, Chapter 27, Housing Maintenance and Occupancy Code was last updated in March of 2011. The Housing Maintenance and Occupancy Code is based on the 2009 International Property Maintenance Code. Staff is proposing amendments to the Housing and Maintenance Occupancy Code because recent State of New Hampshire changes to the smoke detector and carbon monoxide requirements in residential structures has created a conflict between standards. Staff is also proposing other amendments to the Housing and Maintenance Occupancy Code to provide clarification regarding the requirements of certain sections.

Discussion

The City's Housing Maintenance and Occupancy Code was last updated in 2011. Since the Housing Maintenance and Occupancy Code is specifically tailored to the City of Concord, situations are encountered that occasionally require the amending of the code. The proposed amendments have been written to provide consensus between State and local law, as well as to provide clarification in sections of the code to prevent any ambiguities about the requirements.

cc: Thomas J. Aspell, City Manager
Carlos Baia, Deputy City Manager, Development
Gloria McPherson, City Planner
Craig Walker, Zoning Administrator
Sean Toomey, Deputy Fire Chief

Proposed changes to Housing Maintenance and Occupancy Code 2012

(Red font = additions to code)
(Deletions)

101.3.1 Licensed Trades: To further ensure the public health, safety and welfare, any new installations or major repairs in residential rental property to plumbing, mechanical or electrical, work must be performed by State of NH licensed tradesmen who shall obtain the necessary permits for such work. The Code Official may require a licensed tradesman to correct non-compliances to plumbing, mechanical or electrical work performed by the property owner or his agent.

104.3.1 Access by owner/operator/agent: Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this code.

704.2 Smoke alarms. ~~The minimum standard pursuant to the City Housing Code, Article 27 of the Municipal Code of Ordinances and a July 1, 1999 amendment to the State of NH Smoke Detector Law Rules (RSA 153:10-a) requires that~~ Existing battery powered smoke detectors located within single family rental housing and multi-family (two or more dwelling units) housing, must be replaced with hard wired*, electrically powered battery back-up smoke detectors, which incorporate a "false alarm silencing" feature. The electrically powered smoke detector(s) must be installed by a New Hampshire licensed master electrician. An electrical permit must be obtained prior to installation. This code standard applies to the installation of smoke detection where none were previously provided ~~but~~ or additional units are required.

***Remote Smoke Detectors.** In existing buildings, wireless remote, battery-back up smoke detectors may be installed. Installation must be performed by a State of NH licensed electrician.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the most recently adopted versions of the following codes: International Building Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, NFPA 70, International Existing Building Code, NFPA 101 Life Safety Code, International Building Code, International Fuel Gas Code, International Mechanical and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Municipal Code of Ordinances, Chapter 28.

302.4 Weeds. ~~All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten (10) inches in height. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this code term shall not include cultivated flowers and gardens.~~

~~Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.~~

Weeds on all exterior premises shall be maintained at a height that does not obstruct sight distance when entering or exiting a roadway or has the potential to create a fire hazard.

SECTION 202 - GENERAL DEFINITIONS

Public Nuisance: Includes, but is not limited to, the following:

7. Any premises that is unsanitary, or that is littered with rubbish or garbage ~~or that has an uncontrolled growth of weeds;~~ or

Rooming House: A detached dwelling unit containing sleeping accommodations for ~~individuals other than~~ more than three (3) unrelated

individuals ~~other than members of the resident family~~ and having common kitchen and dining facilities.

Weeds: All grasses, annual plants and vegetation, other than trees or shrubs or cultivated flowers and gardens.

SECTION 406 - ROOMING HOUSES

406.1 A person shall not operate a rooming house, hotel or motel unless that person holds a valid rooming house permit per Article 27-1-3 of the City of Concord Code of Ordinances.

406.2 A detached dwelling housing three (3) or more unrelated individuals other than members of the resident family is classified as a rooming house and is subject to an annual inspection.

Section 307 - Handrails and Guardrails

307.1 General. ~~Handrails and guardrails in residential occupancies shall comply with the minimum standards established by the appropriate of the most recently adopted version of NFPA 101 Life Safety Code.~~ Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards not less than 30 inches high above the floor of the landing, balcony, porch, deck or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the most recently adopted building code.

Under Chapter 6 Mechanical & Electrical Requirements:

605.4 Branch circuits in buildings with more than one occupancy. Branch circuits in each dwelling unit shall supply only loads within that dwelling unit.

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Public Safety Board**Minutes****May 6, 2013****3:00 p.m.****City Council Chambers**

Members present: Councilor Amanda Grady Sexton (Chair), Councilor Fred Keach, Mr. Anthony Bourque, Mr. Jim Cotsana, Mr. Jim O'Neill, Mr. Michael Russell, Mr. Steve Edwards

City Staff Present: Mr. James Kennedy (City Solicitor), Chief John Duval (Police Department), Chief Dan Andrus (Fire Department)

Guests: Mr. Peter Silvestro (Eagle Square Deli), Mr. Ray Boucher (Britches of Concord)

Excused: Councilor Stephen Shurtleff

Absent: Councilor Richard Patten, Councilor Jennifer Kretovic

Call to Order

Councilor Grady Sexton called the meeting to order at 3:01 p.m. Board members, guests, and City staff introduced themselves.

Approval of Meeting Minutes

Mr. O'Neill moved to approve the minutes of December 17, 2012. Councilor Keach seconded the motion. The motion passed unanimously.

Council Referral from Downtown Merchants

Mr. Boucher testified that he had seen an increase in loitering and begging for money and of activities that prevented people from coming in to stores. He said that there had been numerous events in Eagle Square, including vandalism and drinking. He reported that a group of business owners met with the Mayor, City Councilors, the City Manager, and the Police Chief and that "It has been terrific ever since."

Mr. Boucher testified that Chief Duval and the Police Department have done a great job. They have provided bike patrols and other measures. He said that it is great that Concord is improving facilities.

Mr. O'Neill asked if the people involved in the activities were local. Chief Duval said that it was a mixture of local residents and out of town people. Mr. Cotsana asked for more information. Mr. Cotsana asked for additional details on the meeting and aftermath. Chief Duval said that the meeting lead to a proactive approach using existing laws and ordinances to make contacts and, in some cases, arrests. The focus was on behaviors and keeping lines of communication open.

Mr. O'Neill asked if the activity was related to weather, if there was more activity when the weather was nicer. Chief Duval said that it was. Mr. O'Neill asked if minors were involved. Chief Duval said that there were some minors involved in the activity. Mr. Bourque asked if the Chief needed more resources. Chief Duval reviewed some staffing and deployment facts and said that he wants to put on officer on foot patrol full time in the downtown area. Councilor Grady Sexton asked Chief Duval for more information on his strategy. Chief Duval said that the strategy is about concentrating efforts in the downtown area.

Councilor Grady Sexton asked if there was anything from the Legal Department. Mr. Kennedy said that the laws and ordinances are in place to address the concerns raised by the merchants. Councilor Grady Sexton asked if we have all the tools needed to address this. Mr. Kennedy said that loitering is not illegal, but that other behaviors associated with the activity are illegal, such as trespassing and obstructing customers from gaining access to businesses. Councilor Grady Sexton said that we have the tools and the Police Department is addressing the problem. Mr. O'Neill stated that the Council needs to be cognizant of the fact that the property downtown is the highest value in the City and intimidating people will result in a ghost town.

Councilor Keach made a motion to report that the board is satisfied that the issue has been addressed and that it will report back to the City Council as needed. Mr. Bourque seconded the motion. The motion passed unanimously.

Annual Report of the Public Safety Board

Chief Duval said that the full report is in the packets. He reviewed the statistics for Part I and Part II crimes and stated that 2,698 individuals had been arrested. He said that some new programs had been put on line focusing on domestic violence as well as reducing crime through prevention and education. Officer Christy Spaulding has been assigned follow up work for complaints of domestic violence. Chief Duval spoke of the sex offender tracking program and that ten registered offenders were randomly contacted each week. The compliance rate is over 90 percent among the approximately 220 registered sex offenders in the city.

Chief Duval spoke about the new crisis intervention team and stated that mental health issues were on the rise. Education includes the effects of medication and strategies for deescalating aggressive behavior. Mr. O'Neill asked where the resources for the program came from. Chief Duval said that these were municipal funds. Chief Duval said that

traffic enforcement was a priority and spoke about the Merrimack County DUI task force. He said the Police Department is also preparing for the implementation of a police motorcycle unit. Accident reduction on major corridors is another focus area for the Police Department, as is addressing neighborhood traffic issues.

Chief Duval reported that there are eight vacancies for police officers and that he is conducting aggressive recruitment. There has been some difficulty in finding qualified candidates. He also said that there are some areas of vulnerability for the department with non sworn staff. He talked about staffing issues in the records and dispatch areas. He does not see a need for additional police officers. Mr. O'Neill asked if a bachelor's degree was required. Chief Duval said that a 4 year degree is preferred, however there are exceptions including a 2 year degree, prior police experience and military service. Mr. Costsana asked about the starting salary. Chief Duval said that it is in the upper \$30,000 range and is competitive with other departments. Mr. Costsana talked about Perley Street and some conditions that he has noted on that street.

Chief Andrus presented the Fire Department report and reviewed call statistics. He said that it is important to look not only at the numbers, but at the wide range of calls to which the department responds. He reviewed the Department's accomplishments in 2012. Heart safety was a major focus, with the acquisition of LUCAS devices for all three of the City's ambulances, new protocols on therapeutic hypothermia for cardiac arrest patients, and being named a Heart Safe Community. The state offered training funded by grants and Concord Fire employees were able to participate in over 4,000 person-hours of training in hazard materials, technical rescue, incident command, and other topics. Chief Andrus talked about some of the major incidents of the year, including the fire at the Endicott Hotel in February. He said that it was one of the coldest and most difficult fire fighting operations he had ever seen and that it was a remarkable achievement to have saved the structure. The Concord Area Trust for Community Housing awarded the Concord Fire Department the Housing Hero of the Year award for 2013 for saving this structure, and for preserving the housing stock in the community. Chief Andrus also talked about the other major fires that occurred in the community. He also spoke of the coordination efforts between City departments during Hurricane Sandy in October. The Police, Fire, and General Services Departments responded quickly to reports of power lines and trees down and the impact on the community was minimized.

Chief Andrus talked about the need to consider critical department needs as the economy begins to rebound. He talked about the final section of the report and the need to restore Engine One, an assistant fire marshal, and the fire alarm and traffic technician. All of these positions had been eliminated in past budget cycles and they continue to have an impact on service delivery. There are also critical needs in training that could be addressed with an additional full time employee.

Councilor Grady asked about fire fighters and cancer and what was being done to address that. Chief Andrus said that the Portsmouth Fire Department has put together a program after one of their members died of cancer. They have been delivering it to departments throughout the state. About half of the Concord Fire employees have seen the program.

Chief Andrus said that it has been very effective, as it is fire fighters talking to fire fighters about cancer. Chief Andrus said that one area is keeping turnout gear clean. For many years, it was considered a source of pride to have turnout gear that had been through several fires without being washed. We now recognize that the smoke and other combustion byproducts cause cancer.

Chief Andrus recounted a story about a man who came to his office on the morning of the School Street fire in April. The man introduced himself as the father of an 18 year old woman who had been injured in an auto accident a few weeks earlier. The Concord crew that responded insisted that she go to the hospital and transported her. She was subsequently found to have a life threatening medical condition for which she was successfully treated. She will graduate from high school in a few weeks. The man told Chief Andrus he had to come in person to express his thanks, as a letter would not do. Chief Andrus said that it is important to know that there are stories behind the numbers and the stories are compelling.

Mr. Bourque moved to accept the reports as written. Mr. Cotsana seconded the motion. The motion passed unanimously.

Next Meeting

The next meeting will occur at the call of the Chair.

Adjournment

Councilor Keach moved to adjourn the meeting. The motion was duly seconded by Mr. Bourque and passed unanimously. The meeting was adjourned at 3:58 p.m.

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Public Safety Board

Draft Minutes

October 7, 2013

3:00 p.m.

City Council Chambers

Members present: Councilor Amanda Grady Sexton (Chair), Councilor Fred Keach, Councilor Jennifer Kretovic, Mr. Anthony Bourque, Mr. Jim Cotsana, Mr. Jim O'Neill, Mr. Michael Russell, Mr. Steve Edwards, Ms. Carol Hargrove (arrived 3:15 p.m.)

City Staff Present: Mr. Carlos Baia (Deputy City Manager for Development), Ms. Danielle Pacik (Deputy City Solicitor), Chief John Duval (Police Department), Chief Dan Andrus (Fire Department), Deputy Chief Sean Toomey (Fire Department)

Guests: Ms. Kim Murdoch (Murdoch Social Capital), Ms. Liza Poinier (Intown Concord)

Excused: Councilor Stephen Shurtleff, Ms. Lisa Brown

Absent: Councilor Richard Patten

Call to Order

Councilor Grady Sexton called the meeting to order at 3:00 p.m. Board members, guests, and City staff introduced themselves.

Approval of Meeting Minutes

Mr. Russell moved to approve the minutes of May 6, 2013. Mr. O'Neill seconded the motion. The motion passed unanimously.

Council Referral on Special Events, Life Safety, and Standby Personnel

Councilor Grady Sexton said that the purpose of the meeting was to respond to a referral from the City Council on a report submitted by the fire chief on life safety at special events. She asked Chief Andrus to review the report and additional information.

Chief Andrus said that the legal basis for life safety evaluations and requiring standby personnel is the 2006 International Fire Code, adopted as City ordinance by Chapter 26 of the City Code, and the state fire code. Chief Andrus reviewed some of the language of those codes and the specific responsibility of local authorities to review indoor and outdoor events and to require additional protection based on identified hazards. He

talked about the need for additional resources at special events due to high service demand or unusual hazards. At one point, there were two engines and two ambulances committed to Market days on two separate incidents, using more than 50% of the City's resources. There was a boat staffed with a crew for the Concord Triathlon, part of which was held on the Merrimack River in July where there had been four incidents in July, with one death. There is the issue of equity, not using public resources to support a private event, as well as legal and financial risk for the City in not following adopted codes.

Chief Andrus said that the practice of having standby personnel has been beneficial. A fire inspector was at a circus tent in July and identified a sagging portion due to rain from a thunderstorm. They were able to get fire equipment on scene to take care of the hazard before it became a threat. There were six medical incidents at the Rock 'N Race event and one referral to the Police Department from a participant who complained about a stalking incident.

Chief Andrus talked about the role of private EMS companies and that their participation is welcome, but a seriously ill or injured patient would need to have care transferred to the Concord Fire Department.

Mr. O'Neill asked what the problem was with the tent? Was there an inspection? Chief Andrus answered yes, the tent had been inspected for fire extinguishers and other requirements. Mr. O'Neill said that there is a difference between events that are for profit versus those that are not for profit.

Councilor Keach asked if we have the ability to implement this now. Chief Andrus said yes. Councilor Keach said that there is a balancing act between cost and public safety. There should be some guidelines on how these are applied.

Mr. O'Neill spoke about the needs to have the rates known. Chief Andrus said the hourly charge is \$60.49 per hour. That number includes fringe benefits, such as retirement. The number is calculated by the Office of Management and Budget and is applied uniformly so that event costs are not driven by who is actually staffing the event. The charge is part of the City's fee schedule. Deputy Chief Toomey said that there is a two hour minimum.

Councilor Kretovic asked if other events have been charged. Chief Andrus said that events using fireworks are charged a permit fee of \$299 (Note: There is also a \$20 application fee). That covers the cost of inspection. Mr. Russell asked about using private EMS. Can they provide service? Chief Andrus said yes, but larger events should have their own coverage to keep units available in other parts of the City.

Councilor Kretovic asked about the amount of revenue this year. What did we charge? Chief Andrus said that the budget for special details is \$15,000 per year.

Ms. Murdoch said that Intown Concord learned of a \$4,700 charge ten days before Market Days started. The issue of costs had not been discussed prior to that. The Fire Department used to be present without a charge. She was unaware of the number of calls on site. She would like a better understanding of Fire Department response. She said that Intown Concord has a fantastic working relationship with the Fire Department. They just need to work together to figure this out. Ms. Poinier said that they did not pay anything this year and that there was no fixed Fire Department presence. Ms. Murdoch said that they need to know of costs by November at the latest.

Mr. Russell asked about costs. Ms. Murdoch said there is a need for safety inspections. She said the cost of inspections can be passed on to vendors. She thinks emergency medical services could be outsourced. They receive in kind donations from private companies. There is a need for public safety. Black Ice Pond Hockey used a private service. NAMI used a private service that was donated. There is a cultural event that is looking to move the event out of Concord due to regulations.

Councilor Kretovic asked about the profit from the Market Days event. Ms. Murdoch said that it is a four digit number, less than \$10,000. Mr. Bourque asked about needing more lead time. Ms. Murdoch said that yes, and they should still separate EMS, and be allowed to engage the services of a private company. She said that she spoke to the New Hampshire Bureau of Emergency Medical Services and they said the private companies could do transports. Councilor Keach said that there is no doubt that these events need additional services and he believes we have the services to cover these now. Ms. Hargrove commented that Ms. Murdoch had done a very good job. Ms. Murdoch said she has not looked at all of the statistics from the event to evaluate. Chief Andrus said that there were ten emergency incidents at Market Days, plus 4-1/2 hours of inspections and two hours of public education provided by the Fire Department.

Deputy Chief Toomey talked about the Rock 'N Race. There was an issue with tent permits. The Fire Department did not want to hold up the event. The Boston Marathon bombing had occurred just a few weeks previously and Dr. Hirsch from Concord Hospital saw the need for EMS coverage. The impetus for the Fire Department's involvement came from the hospital, not the City. Chief Andrus said that Dr. Hirsch was in the medical tent at the Boston Marathon and that his quick action saved many lives. He said that Dr. Hirsch sees a strong need for EMS at special events.

Mr. McNeill spoke about the use of enterprise funds when he was a member of the City Council and Julia Griffin was the City Manager. He said that he firmly and strongly believes that we have the responsibility for the community. It is a shared responsibility. Events circumvent this. There is a strong need to promote events.

Councilor Keach said that the City gives money to Intown Concord. We have police details and now there is a fire detail. Ms. Murdoch said they have been able to reduce costs for police details. Councilor Keach said that half of the contribution goes back to

police and fire coverage. He asked about the legal authority. Mr. Bourque said that there is legal liability if events are not covered.

Ms. Pacik said that there is legal authority to do this. Councilor Keach said that clearly we can do this. The process needs to be uniform, consistent, and transparent. Who is in charge of this? What are the rules? Going to City Hall can be daunting at times. Mr. Russell asked what would happen if we are told to cover these events with existing services. Chief Andrus said that they would do the job with the resources provided. He said that it is his job to provide the best information to City Administration and the Council so that they can make decisions on service levels. Mr. O'Neill said that there is involvement from Police, Fire, Health and Code. We need some thresholds. Rock 'N Race is unique.

Mr. Baia said that we need flexibility. The City should have some ability to evaluate each event and provide coverage as appropriate. We have a growth of events. There is some push back from the City Council on costs. Mr. O'Neill asked if Administration should be responsible. Mr. Baia said they can come up with a policy.

Chief Andrus spoke on the history of events and costs so far this year. The Capital City Triathlon cost event organizers \$920.62. The circus cost organizers \$332.70. He listed two other events where coverage was not required, but where event organizers requested Fire Department presence and the charge was \$272.21 for each of the events. Councilor Kretovic gave Halloween Howl as an example. Who closes the road?

Ms. Hargrove said that we charge \$60.49 per hour. What do other cities charge? Chief Andrus said that he did not know but that he would research that number. He said that Manchester requires coverage for all events at the Verizon Center, among other activities. Councilor Keach asked if the regatta was cancelled because of costs. Chief Andrus said that it was his understanding that yes, they cancelled the event due to costs.

Deputy Chief Toomey talked about the collaboration between Police, Fire, and Code over the last six months. He said that we also need to consider General Services. Councilor Kretovic asked what Chief Andrus was telling them. She said that she did not get the information from the report that she needed. She asked Chief Andrus what he was trying to accomplish. Chief Andrus said that some questions had come up in early July and that City Administration saw the need to provide a report to the City Council. He said that today's discussion had provided him with the additional questions that he needed to answer. Councilor Kretovic said that we need to streamline the process. There is a need for flexibility to evaluate events.

Mr. McNeill asked if we budget for this now. Chief Duval said that they budget for the fireworks events. Detail rates apply to other events. Chief Andrus said there is no budget for events at this time. The Fire Department has a revenue budget for events coverage and most of that is for medical details at football games.

Mr. Bourque asked Chief Andrus what his recommendation was. Chief Andrus said that he would revise his report to the City Council to answer the questions raised today.

Councilor Kretovic moved to have Chief Andrus revise the report and send it to the City Council adding the detail that was discussed at this meeting, including the fee structure; coordination between the Fire, Police, Health, Code, and General Services Departments; possible criteria for waiving fees for non profits; and additional details on costs, including service charges. Mr. O'Neill seconded the motion. The motion passed unanimously.

The board discussed the need to monitor events. Mr. Bourque suggested that the board already makes an annual report to City Council and that this could be included as part of that report.

Councilor Kretovic moved to include a report on the costs of special events as a part of the board's annual report on the state of public safety to the City Council. Mr. O'Neill seconded that motion. The motion passed unanimously.

Next Meeting

The next meeting will be held at the call of the chair.

Adjournment

The meeting was adjourned at 4:05 p.m.

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MINUTES

Fiscal Policy Advisory Committee
August 15, 2013 4:30-6:00 PM
Second Floor Conference Room

In Attendance: Chairman – Chairman Bennett; City Councilors – Mark Coen, Fred Keach, Jan McClure, Candace White Bouchard and Keith Nyhan; City Staff – Tom Aspell, City Manager; Brian LeBrun, Deputy City Manager-Finance; Katie Graff, Assistant Finance Director; Bob McManus, OMB Director

Excused: Mayor Pro-Tem St. Hilaire

- 1) **Approval of February 28, 2013 Meeting Minutes:** Chairman Bennett called the meeting to order at 4:32 PM and requested a motion to approve the minutes of the February 28, 2013 meeting. Councilor Nyhan moved to accept the minutes, seconded by Councilor Keach. The minutes were unanimously approved as presented.
- 2) **Update of City's ERP system** – Deputy City Manager LeBrun spoke about the next upgrade to the City's financial software LOGOS which is the product of New World Systems. He indicated that this next upgrade called Next Gen is a substantial change in the way the system will operate for the Human Resource module and is expected to more fully integrate things like Position Control and Position Budgeting, utilize a more simplified benefit groupings, and hopefully reduce the number of codes with which staff has to work. Eventually they will only support the Next Gen version of the software. Next Gen is scheduled to go live in October 2013. While Next Gen is slowly coming together it has been one of those situations in which New World Systems tell us one date but it keeps getting extended. It was originally intended to be upgraded last year and then they promised this past spring and when we saw it was not coming together we pushed it off until fall.

For the FY14 budget process we did use the budget module in LOGOS for all internal budget work and that worked extremely well. I need to give kudos to Budget Director McManus for all of his work in bringing that project together very seamlessly. We plan continued improvements in the budget process and ultimately want to align the reports from Logos, the General Fund Model and the proposed budget to Council so that all the reports are very similar and consistent. So this will continue to be a work in progress.

Budget Director McManus also discussed the implementation of Business Analytics as an extremely useful analysis tool that has provided exceptional benefits by using the cube structure in analyzing information for HR/PR/Finance and also saves a lot of time.

DCM LeBrun will keep the ERP systems update as a regular FPAC report item and will also include any notable items from any of the other systems that the City uses.

The committee wanted to know if the City liked the computer system and if they have a good relationship with LOGOS, understanding that there were a number of problems in the past. DCM LeBrun and City Manager Aspell responded that the system worked quite well with some quirks but that there were some relationship and customer service issues as well as

issues with staff turnover so that we don't always know who our representatives are to get things done and as soon as someone is up to speed they leave and another person arrives.

- 3) **Changes to the Financial Statements for FY14**– DCM LeBrun discussed some of the changes that will be made to the financial statements in FY2014. With the implementation of Next Gen and Position Control, it became necessary to change how the City processed payroll on a weekly basis for General Services, Engineering and Recreation. The City has operated an internal processing Fund 12 for many years which allowed for an overall distribution of benefits and leaves for each of the above named departments and smoothed this change, we will need to make some budget transfers within departments from the leaves accounts to the correct benefit and wage accounts. In the budget book they are displayed as part of the benefits accounts. At the end of the day the bottom line of the budget stays exactly the same so we will not be asking for any additional funds. It is really just the distribution of those funds and how we report them on the financial statements. We also anticipate that there will be some shifting of actual expenses between funds but anticipate that all shifting will be within budgetary approvals. This change will help continue to simplify budgeting and processing.
- 4) **Preliminary FY13 Financial Statements** for year ending June 30, 2013. Deputy City Manager LeBrun presented the summary report showing a preliminary surplus of \$930,300 from General Fund operations. In the report, the single largest contributor to that surplus is the \$314,000 that was received as a premium holiday from Primex. This surplus is after consideration for the \$894,000 that was approved from the FY12 surplus that was transferred to reserve accounts. The funding for this transfer was from Assigned Fund Balance and then the actual transfer during the year is directly to fund balance and not showing an actual revenue transfer in the operating budget.

This surplus is also a direct result of departments being very conservative in managing their budgets and only spending what is really needed.

With regard to the Special Revenue and Enterprise funds, three items are worth a brief discussion.

- 1) Golf Fund – the preliminary results reflect a gain of \$23,900 instead of a loss of \$20,700. Revenues are still difficult but the savings really were from lower than expected expenditures. It will require a lot of work to maintain that momentum. We still have some final year end and audit adjustments to make.
- 2) Arena Fund – the Arena Fund results were positive and expenditures were a little higher than expected and outside of the approved budget. As a housekeeping measure we will be presenting a supplemental appropriation to the City Council in September to increase the operating budget by \$12,000 so that the actual expenses are within the approved budget.
- 3) Solid Waste Fund – the fund is presenting a preliminary loss of \$138,000. There are still inventory and accounts receivable adjustments to make which are not anticipated to improve that position.

As has been the practice in past years, Administration will present a proposal for the use of surplus in the November time frame for the City Council to consider. This will be after the audit is complete and we are very comfortable with the final results of the fiscal year.

DCM LeBrun entertained questions regarding the year end financials.

The committee was pleased with the preliminary financial results and complimented the finance staff for good work. DCM LeBrun acknowledged the good work by Assistant Finance Director Graff in the simplification of financial processing and streamlining the City's balance sheet. City Manager Aspell commended both Assistant Finance Director Graff and Budget Director McManus with jobs well done. He stated that Assistant Finance Director Graff has far surpassed the expectation that he had when she started in the position a year ago.

Councilor Coen commented that with all the good things that are happening in the City of Concord, it is important to keep in mind the issues that are plaguing Detroit right now and that the City needs to always be mindful to monitor situations and make appropriate changes timely.

- 5) Adjournment - A motion was made by Councilor Bouchard to adjourn, seconded by Councilor Keach, and a unanimous vote brought the meeting to an end at 5:20 PM.**

Respectfully submitted,

Brian LeBrun
Deputy City Manager – Finance

Concord Community TV - Board of Directors
Meeting Minutes
Tuesday August 27, Heights Community Center

Present: Tonya Rochette, Julia Freeman-Woolpert, Bill Whitman, David Murdo, Jessica Fogg, Chris Gentry, Josh Hardy, Doris Ballard

Call to Order/ Determination of Quorum: 6:33pm

June Meeting Minutes: Approved. David Murdo motioned, Tonya Rochette seconded.

Public Comments: None

Treasurer's Report: Reviewed. Jessica Fogg motioned to approve, Bill Whitman seconded.

Committee Reports:

- a. Board Development, By Laws & Nominating – Board members to bring 2-3 suggestions of potential board members to next meeting.
- b. Capital Improvements Committee – meeting this month
- c. Finance – see report
- d. Outreach and Development – see report
- e. Personnel – Board to complete Survey Monkey regarding ED's performance. Results will be discussed at next Board Meeting.

Julia Freeman Woolpert motioned to approve committee reports, Bill Whitman seconded.

Staff Report: Tonya Rochette motioned to approve, David Murdo seconded

Meeting was adjourned, motioned by Julia Freeman – Woolpert, seconded by Jessica Fogg

September 19, 2013
Approved Meeting Minutes
Beaver Meadow Golf Advisory Committee

Members Present:

Jim Marshall
Bill Veroneau
Jennifer Kretovic

Bob Vachon
Mark Coen
David Croft
Roger Jobin
Bob Norton
Fran Hunt
Bernard "Sid" Chase
David Gill
Julie Donlon

Members Absent:

Charles Vanasdalan
Chris Mulleavey, Chair
Vera Buck
Dick Holden

Others Attending:

Martha Hoffman
Emily Haney

Chris and Dick are absent, Jennifer chairs the meeting

A call to Order

5 Minutes of Public Input

Martha Hunt and Emily Haney address the group regarding Playing Privileges for those 90 or older

Martha states she is 91 and loves to play golf. She was a member for 25 plus years, and when a membership became impractical because she only played nine holes she gave it up and paid green fees. She has a large family that all enjoy golf and would play with her bringing income to the course.

Mrs. Haney says she did not join because Martha did not join.

Martha's income has gone down but she would enjoy playing with Emily and her family. She believes she would play 2 to 3 times a week, either walking 9 or riding 18. She feels it would be good for the course because she would bring others to play meaning more income for the course.

Mark reminds the group that historically 90 year olds were allowed to play for free.

Martha remembers Ron Knee and another woman getting the privilege

Process

Advisory would make a recommendation to City Council

Council will act

David advises the report was also sent to Recreation Advisory also. They will meet Wednesday 5 PM next week.

David says he will contact Martha

It is possible it may go to public hearing

The group thanks Martha and Emily for coming to speak

Approval of Minutes

Jennifer asks if there is a motion to approve the Draft minutes from the August 8, 2013 meeting or any questions about the minutes

Dave moves approval of the minutes from the April 11, 2013 Meeting.

Bob seconds the motion.

Motion Carries 8-0

Old Business

David presents two options (attached) reminding the group this practice was never sanctioned by Council.

His Concerns are:

Beaver Meadow already has the lowest membership rates

We are consistently challenged financially

Made money in FY13 with help from General Fund

How many 90 year olds at \$600 each

We should look back 5 years for membership

Concern some may come from Concord Country Club

We should reward our members for loyalty

David says Option 1 is consistent with other City fees and practices, fees are generally not waived.

Bob moves the group recommend option 2, free Senior membership for Concord residents 90 years and older.

Dave reminds group we eliminated the non-resident differential

Mark is uncomfortable extending this to non-residents

Discussion

Waiver of green fees vs. Membership

Other dollars generated, cart revenue, pro shop food and beverage

Option 2 Bureaucratically complicated

Membership will track usage and would be easier for Pro Shop

May bring other people with them generating more play and revenue

Bob Norton moves that the City grant City of Concord residents, who are 90 years old, membership privileges, Mondays through Fridays, consistent with Senior 1 memberships, with a tracking system to be determined by golf course staff.

Bill seconds

Discussion

Bill likes the motion. It is simple requiring only age and residency

Roger voices concern for an aging demographic

Motion carries 8-0

New Business

Jim would like to discuss weekend Outings

He understands the importance financially but would not recommend booking both weekend days of the same weekend

Mark appreciates the members' concern but what would we be giving up

David says we need to look at the entire schedule, has had complaints about member tournaments also

Bob says Outings are necessary but has concerns about haphazard Outing Schedule, need better postings. That would solve some of the problems

Outings important

Not all about money. Need to be flexible scheduling

Damage Deposits?

Staff working on a deposit system

Need more postings

For Tournament sign ups too, need to be more visible

Sid says Tournament and Outing Schedule was a challenge this year. In the past Ed did it. We did not exactly hit the ground running this spring with the late hiring of Julie and the rest of the Staff. We will improve it. Additionally, it has been difficult to get final numbers from coordinators to set up tee sheet, order food and carts. The outings are struggling.

Jennifer

Outing Appreciation Day

October 23rd

Can use as opportunity to share our concerns and improve process

Allow members to hit balls after outing goes out is suggested

Roger asks about a call to David in July for a non-golf event with Concord Hospital David negotiated a nice price but it would have impacted Jill's liquor license for the day so we could not do it this year. David is keeping in touch with Concord Hospital for a future date.

Jennifer asks we not lose track of some of our discussions such as three different colored flags for green depth indicators and tee marker design and donation.

Should stay on the Agenda, as well as Course maintenance

Chris asks if there is a motion to adjourn.

Bob so Moves.

Jim Seconds,

Motion Carries. 6-0

No Meeting date is set for October 2013

7:30 AM

Beaver Meadow Clubhouse

Agenda:

Public Input

Approval of Minutes

Old Business

Course Maintenance

Regular Meeting Schedule

Meeting Adjourned.

Gully Hill Easement Committee
September 23, 2013
Council Chambers
Draft Minutes

Meeting called to order at 6:08 p.m.

In attendance:

Council: Candace Bouchard, Fred Keach, Jennifer Kretovic, Jan McClure, Dan St. Hilaire

Conservation Commission: Jim Owers, Kit Morgan

Staff: Gloria McPherson, Jim Kennedy

Candace Bouchard asked Gloria McPherson about the process of amending conservation easements.

Ms. McPherson said that it was a difficult process and noted that she included a handbook on amending and terminating easements with the meeting notice. She said that Jim Kennedy, the City Solicitor, was here to explain the process and answer any questions.

Mr. Kennedy confirmed that it is very difficult to change an easement once it's in place and suggested that since there is currently no easement on the property, the City should be thoughtful about creating the easement it wants. He stated that some conservation easements contemplate an amendment and include an amendment clause for future changes. Otherwise, amending an easement after the fact has to be done through the AG's office, to determine whether the proposed amendment is "low risk" or a more complex, difficult process. He noted that eminent domain is always an option to terminate an easement on a portion of a property.

Kit Morgan, Conservation Commission Chair, said that he spoke with Paul Doscher, the author of the handbook on amending and terminating conservation easements Ms. McPherson had mentioned, about including an amendment clause. Mr. Doscher said it was possible, provided that the future amendment supports the purposes of the easement, such as protecting agricultural soils. Mr. Morgan stated that term easements are another option but noted that the Forest Society does not accept term easements.

Jan McClure asked if the City would have to reimburse money used from the Conservation Trust Fund for the purchase of the Gully Hill properties if the land or part of the land was not used for conservation purposes. She noted that it is not bond money that was used for the purchase.

Mr. Morgan stated that use of Conservation Trust Fund money might have statutory requirements for uses that are allowed and prohibited.

Mr. Kennedy offered to look into what, if any, restrictions may be implicit with the use of Conservation Trust Fund money.

Ms. Bouchard asked about the agricultural leases and what were the expectations of the Bartletts and the Richards when they entered into the lease agreements with the City.

Jim Owers stated that they were expecting to farm the land. He noted that the leases are different with respect to renewal options.

A discussion of the leases and the proposed conservation easement ensued.

Ms. McClure and Mr. St. Hilaire agreed that they were not going to agree on the issue of the easement.

Mr. St. Hilaire stated that he was not in favor of the easement and specifically disagrees about the easement preventing the construction of permanent bathroom and parking facilities.

Mr. Morgan questioned whether the City could work it into the easement to allow one-time uses or perhaps an amendment clause for the future, if the City wants more active recreational use of the property.

Mr. St. Hilaire stated that he is not in favor of an easement and does not want the land used just for farming. He said the easement would prevent certain uses forever because all structures would have to be taken down within 10 days and there is no provision for permanent parking.

Ms. McClure stated she didn't think permanent parking was appropriate on the parcels.

Mr. St. Hilaire stated the ability to install permanent parking is important and believes that the majority of Concord residents also want the option of permanent parking at some time in the future. He reiterated that he is not in favor of the easement.

Ms. Bouchard asked how the committee could come together and compromise.

Mr. St. Hilaire stated that he is fine with the agricultural leases continuing, but not an easement.

Mr. Owers noted that there would be more flexibility with the easement as the current leases do not allow for events.

Jennifer Kennedy stated that an easement would limit the ability for events if the land isn't farmed.

At Ms. Bouchard's request, Mr. Kennedy discussed the possibility of terminating the leases, noting that they are different and one seems to be easier to terminate than the other.

Ms. Bouchard stated that she believes the committee is at a point where it should probably go back to City Council with a recommendation.

Mr. St. Hilaire expressed his concern that important stakeholders haven't been in attendance at the meetings, including Creative Concord, the Bartietts and the Richards. He stated that he would like the land to be enjoyed by Concord residents and you will never get families with kids there if there are porta potties and no place to park. He said he thought we could compromise if there is some land set aside for farming and some for events.

Fred Keach stated that while farming might be the best use for the property now, he did not want to preclude future uses, and not allowing permanent parking would preclude many future uses. He prefers a term limit to the easement, to revisit it every 20 years to see if it's still what the City wants to do.

Mr. St. Hilaire stated that in 20 years, there could be the desire for a shopping mall there.

Mr. Keach said the City could craft the language of the easement so the land would never be developed, but used for passive and active recreation, including any necessary parking.

Ms. Kretovic noted that the land was in the floodplain, which also might restrict future uses.

The committee generally agreed that a trail on the property connecting to the Heritage Trail was a good idea.

Mr. Kennedy stated that he would come back to the next committee meeting with a report about what protections, prohibitions and restrictions are inherent with the use of Conservation Trust Funds for the purchase of the property, noting that this information is important for City Council so they can make an informed decision.

Ms. Bouchard set the next meeting for October 21 in Council Chambers, with a non-public session beginning at 5:30 pm to discuss the leases and the public portion of the meeting beginning at 6:00 pm.

The only request from the committee was for the report from Mr. Kennedy.

Meeting adjourned at 7:55 pm.

Respectfully submitted,

Gloria McPherson

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TAA

**City of Concord Recreation and Parks Advisory Committee
Meeting Minutes from September 26, 2013**

Attendees:

Committee Members: Mary Miller, Glenn Mathews, Jamie Bryant, Lauren Fielder, Chiara Dolcino, Marilyn Anne Fraser, Althea Barton and City Councilor Amada Grady and Candace White Bouchard.

Staff Members: Parks and Recreation Director David Gill and Recreation Supervisor Laura Bryant

Guests: City Councilor Jennifer Kretovic, and guests Martha Hoffman and Emily Haney.

Meeting was called to order at 5:00 pm by RPAC Chair, Mary Miller.

1. Referral from City Council regarding 90 years old residents playing free at Beaver Meadow Golf Course:

Public input from Martha Hoffman and Emily Haney supporting the request to allow 90 years Concord residents (and older) to play for free.

David Gill presented an overview that the Golf Course Advisory was in favor of granting 90 years residents play for free at Beaver Meadow Golf Course. Their recommendation was issue a Senior Membership and they would need to pay all other fees (carts, tournaments, driving range etc)

Amanda made a motion to support the Golf Course Advisory recommendation, Seconded by Candace Bouchard
Passed.

2. Referral from City Council regarding naming of the tennis and basketball courts at Keach Park in memory of Paul Hatch.

David present information obtained from the City Clerk's office. Although Mr. Hatch was very involved in the Height community and was a Ward Eight City Councilor from 1968 to 1969. There was no information he was responsible for the basketball and tennis courts at the park.

Mary Miller asked what our process if for naming city parks and facilities. David indicated the department does not have a formal process however recommends we create one for City Administration and City Council to consider. Councilor Kretovic indicated there is a City Council Naming Committee and indicates they do not have a formal process.

Marilyn made a motion to not support the request due to not enough information and they need to develop a formal process that represents "significant contribution above and beyond" Seconded by Chiara Dolcino.
Passed.

Updates from Department staff:

Programs/Camps: Laura Bryant provide an update on this summer programs. Everyone loved having most of the summer camps under one roof (new Heights Center). All the new camps were well received: Lego, Theater, Cooking, Archery.

Parks: David Gill provided an update on the parks. The new parking lot at Memorial Field is finished and planning for the upgrades to the press box should be completed next month. Also the goal is to go to the planning board in November for approval of the new Skate House at White Park.

New Community Center Planning: David Gill gave an update on RFP for the design of the new Community Center at Dame School. Staff is working on it now and should be ready to go out by early December.

Meeting adjourned at 6:10 pm

David Gill

Concord Public Library Trustee Meeting

October 7, 2013

-D-R-A-F-T-

Present: Marian Akey, Jeremy Clemans, Megan De Vorsey, Inez McDermott, Elizabeth Mulholland, Mary Beth Robinson, Lisa Sands, Reference Librarian Anna Brandenburg and Library Director Patricia Immen.

The meeting was called to order at 7:03 p.m.

Reference Librarian Anna Brandenburg spoke about teen services. There is a Teen Zone on the Main Floor which has been improved and library use by teens has increased. There are dedicated computers for the teens in that space. The teen advisory group (TAG) is trying to meet at least every other month. There is a teen page on the library's website. The allocation of resources for teen books, and programming and events for teens that are ongoing were discussed. The teen summer reading program was successful. During "Teen Read" week a teen book sale will be held.

The minutes of the September 9, 2013 meeting were approved.

Library Director's report:

- Concord Reads is ongoing - the events have been interesting.
- Children's story times are up and running.
- Penacook Friends of the Library have a book sale on October 26 and they are planning some holiday programs, as well as knitting and book discussion programs.
- Volunteer recruitment resulted in thirteen applications.
- National Library Week begins April 13, 2014 - the theme is "Lives Change @ Your Library."
- Furniture has been ordered thanks to an Alice J. Reen Charitable Trust grant, including study carrels and chairs.
- \$180,800 was moved from Library Trust Funds to the General Fund, and a breakdown was provided as to which trusts the money was coming from.

CPL Foundation Update: They are reviewing their priorities and mission.

New Business: No new business was discussed.

Old Business:

- The trustee opening was discussed.
- The RFP for the design of the new community center will be going out soon. There may be some space with separate building access and a bathroom which would have the potential for a possible future library presence.
- A bookcase will be going in the community center soon, with free books. There was discussion about the possibility of using some of the space in the community center for library events.

Motion to adjourn was made at 8:24 p.m. Next meeting is November 4, 2013.

Respectfully submitted,
Elizabeth Mulholland, Secretary



**Public Service
of New Hampshire**

A Northeast Utilities Company

RECEIVED

OCT 24 2013

CITY MANAGER'S OFFICE
CONCORD, NH

11Inf 8
PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

October 23, 2013

Dear Public Service of New Hampshire (PSNH) Neighbor:

In August of this year, a notification was sent to you to make you aware of PSNH's plans to construct a new switchyard adjacent to the existing substation off of Farmwood road.

The construction of this new switchyard is necessary to improve the reliability of our transmission infrastructure in this region of the state. As the central New Hampshire load continues to increase, PSNH must support that growth by building this new switchyard.

PSNH has obtained the necessary approvals from the City of Concord as well as all the required state and federal permits for the project.

As a result, PSNH and our contractors, John Brown & Sons and Shumway Construction, will be in your neighborhood performing work associated with the project. John Brown & Sons has been hired to clear trees from the site. Once the trees are cleared, Shumway Construction will begin the site work for the new switchyard.

The majority of the work will be conducted Monday through Friday. Saturday work may be necessary if the schedule dictates the need. There will be no construction activities, associated with this project, taking place on Sundays. Please keep in mind that although there will be no *project* work on Sundays, there is still an existing active substation that may require unscheduled work on a Sunday.

The new switchyard project, which is scheduled to be completed by the end of 2014, will not interrupt electric service to homes or businesses during this project.

Please feel free to call our Transmission Information Line at (888) 926-5334 or e-mail Sandra.Gagnon@psnh.com if you have any questions or concerns during the construction of this substation.

Thank you in advance for your patience as we work to strengthen the reliability and performance of our transmission system.

Sincerely,

Sandra Gagnon
Transmission Project Support Specialist
Public Service of New Hampshire



11 INF 9
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OCT 23 2013

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October 22, 2013

CITY MANAGER'S OFFICE
CONCORD, NH

Dear Municipal and School Officials:

The HealthTrust, Inc. annual meeting will be held December 10, 2013 at HealthTrust's offices, located at 25 Triangle Park Drive in Concord. At this meeting, HealthTrust Members will be electing a full board of directors, per the new bylaws. The entire board will be directly elected by the Member groups who participate in HealthTrust. All eligible individuals can be nominated, including current board members.

The purpose of this letter is to enlist your help in nominating candidates for the board.

The HealthTrust Board is critical to the function of the organization. Board members develop HealthTrust's vision and goals, translate Member needs into innovative products and services, and ensure HealthTrust remains accountable to its Members. They also bring sound business strategy and financial management to the table. A strong, diverse board is important to our future.

There are eleven positions on the board, divided as follows:

- Three (3) municipal public officials;
- Four (4) school public officials;
- One (1) county public official; and
- Three (3) municipal, school or county employees (below department-head level).

To be eligible for a "public official" position, a person must either be a publicly elected official or hold an administrative position of department head or higher. At least two-thirds (8) of board members must represent Members actively participating in at least one HealthTrust coverage line.

Because this is an election of a full board, the initial terms are staggered, such that there are three (3) with one-year terms, four (4) with two-year terms and four (4) with three-year terms. Future elections will be for three-year terms for all seats.

If you would like to serve on the Board, please complete the application available on our web site. If you feel someone else you know would be a good candidate, please share this information with them. All applications will be reviewed by HealthTrust's nominating committee, who will then present recommendations at the annual meeting.

You will find further detailed information about board service and qualifications on the HealthTrust website at www.HealthTrustNH.org. Applications will be accepted until Friday, November 8.

Thank you for your thoughtful consideration,

Peter J. Curro, Chair
HealthTrust Board of Directors



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



11 Inf 10

TJA

October 22, 2013

Muriel Lajoie
14 View Street
Concord, New Hampshire 03301

Muriel
Dear Ms. Lajoie:

I am sorry to learn of your decision to resign as a representative to the Contoocook River Local Advisory Committee. In accepting your resignation, I offer my sincerest thanks to you for your dedicated participation as a committee member. I know that your investment of time, energy, and effort have been very positive additions to the Committee's work and will be greatly missed.

We will be notifying the City Council of the need for a nominee to replace your membership, and we anticipate making a new appointment shortly after receiving their nomination.

Good luck in your future endeavors and I hope that you will continue to remain committed to the protection of the Contoocook River. Again, thank you for all of your time and effort.

Sincerely,

Tom Burack

Thomas S. Burack
Commissioner

cc: Concord City Council (via e-mail)
Michelle Hammi, Chair, Contoocook River LAC (via e-mail)
Michael Tardiff, Executive Director, Central NH Regional Planning Commission (via e-mail)
Jacquie Colburn, DES Rivers Coordinator (via e-mail)

*Thank you
for serving!*

Bonenfant, Janice

From: Sales, Tracie <Tracie.Sales@des.nh.gov>
Sent: Thursday, October 24, 2013 11:18 AM
To: * City Clerk
Cc: mtardiff@cnhrpc.org; Colburn, Jacquie; Hamm Michelle
Subject: Contoocook River LAC Member Resignation - Muriel Lajoie
Attachments: 20131022_MLajoie_Resignation_Ltr_signed.pdf

Concord City Council Members-

Please note that Muriel Lajoie has resigned as a member of the Contoocook and North Branch River Local Advisory Committee (CNBRLAC), effective immediately. A letter thanking Ms. Lajoie for her service is attached.

With Ms. Lajoie's resignation, CNBRLAC needs your help to identify another individual interested in serving on the Committee to represent the city of Concord. CNBRLAC members must reside in New Hampshire and may represent a broad range of interests including local government, business, conservation interests, recreation, agriculture, and riparian landowners (those who own property adjacent to the river). Each member serves a term of three years. In the past, the NH Department of Environmental Services (DES) has found municipal officials - including planning board members, conservation commissioners and selectmen - to be valued and dedicated committee members. The nomination form can be found at <http://des.nh.gov/organization/divisions/water/wmb/rivers/lac/documents/nom-form.doc>.

Please contact Michelle Hamm at mhamm@mpm.com if you have any questions about CNBRLAC, or Jacquie Colburn, Lakes and Rivers Coordinator at DES, at Jacquie.Colburn@des.nh.gov if you have any questions about the nominating process. We look forward to receiving your nomination soon.

Thank you,
Tracie Sales

Tracie Sales, Watershed Planner
NH Rivers Management and Protection Program
NH Lakes Management and Protection Program
NH Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095
Phone: (603) 271-8811
Fax: (603) 271-7894
Tracie.Sales@des.nh.gov

<http://www.des.nh.gov/organization/divisions/water/wmb/rivers/index.htm>
<http://www.des.nh.gov/organization/divisions/water/wmb/lakes/index.htm>